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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette  
Commissioner

Christine L. Santaniello  
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9474 1-800-852-3345 Ext. 9474  
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

October 27, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a **Sole Source** memorandum of understanding with Community Development Finance Authority (CDFA) (VC#177292), Concord, NH, in the amount of \$100,000 to support the Department with the provision of housing stability services for displaced households, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through September 30, 2022. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-42-423010-19890000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, GOFERR HOUSING STABILITY**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500589	Grants for Public Asst and Relief	02ERAST9501Z 02ERAST9501A 02ERAST9501B 02ERAST9501C	\$70,000
2023	074-500589	Grants for Public Asst and Relief	02ERAST9501Z 02ERAST9501A 02ERAST9501B 02ERAST9501C	\$30,000
			<b>Total</b>	<b>\$100,000</b>

**EXPLANATION**

This request is **Sole Source** because CDFFA was created as a public instrumentality of the State by legislation to address affordable housing. CDFFA is also one of the co-leads along with the Department of Health and Human Services and the Department of Business and Economic Affairs for the Council on Housing Stability (CHS). CDFFA is therefore uniquely qualified to provide

His Excellency, Governor Christopher T. Sununu  
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these critical services and ensure coordination and leverage of efforts across these initiatives to decrease homelessness and increase housing stability statewide.

The purpose of this request is to provide support to the Department with implementing the Housing Stability Services for Displaced Households Program and increase housing stability for displaced households statewide. This program targets individuals and households eligible for the New Hampshire Emergency Rental Assistance Program and includes two main components: 1) Intensive Case Management and 2) Landlord Outreach. Intensive Case Management will provide housing stability services to eligible individuals and households to obtain and maintain housing. The Case Management program also includes a system navigator, which will assist individuals with accessing and applying for rental assistance and social service programs in their communities. The Landlord Outreach program will provide outreach, education, and grants to increase the number of landlords who enter into rental agreements with the households served. This program will support the Council on Housing Stability's goal to ensure that homelessness is rare, brief and one-time and recognizes the need for targeted supports for individuals to access permanent housing and assistance for landlords to become part of the solution.

Eligible households must meet the following criteria:

- One (1) or more individuals within the household must have qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak;
- One (1) or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
- Household income is at or below 80 percent of area median income.

Approximately 100 individuals will be served with Intensive Case Management and 50 households will be served by the Landlord Outreach program through September 30, 2022.

The Contractor will support the Housing Stability Services for Displaced Households Program by providing staffing and/or consultants to support the Intensive Case Management Program and the Landlord Outreach Program. The Contractor will provide consultation to and share best practices with established qualified Shelter Programs statewide regarding Intensive Case Management Program services. The Contractor will also provide ongoing technical assistance to community providers and other organizations that work with local landlords to implement the Landlord Incentive Outreach Program services statewide.

As referenced in Section 2, Term, Subsection 2.2, Duration, of the attached agreement, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department will not be able to implement the Housing Stability Services for Displaced Households Program and increase housing stability for displaced households statewide. Individuals who require assistance to obtain and maintain housing will not receive critical support and will remain at risk for continued and/or new homelessness.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #21.023, FAIN # HHSM-500-2016-000151.

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In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lorna A. Shibinette". The signature is fluid and cursive, with a long, sweeping tail on the final letter.

Lorna A. Shibinette  
Commissioner

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
AND  
COMMUNITY DEVELOPMENT FINANCE AUTHORITY**

**1. GENERAL PROVISIONS**

- 1.1. This Memorandum of Understanding (MOU) is between the New Hampshire Department of Health and Human Services (DHHS), 129 Pleasant Street, Concord, NH 03301 and the Community Development Finance Authority (CDFA), 14 Dixon Avenue, Concord, NH 03301 (referred to as the "Parties").
- 1.2. The purpose of this MOU is to set forth the roles and responsibilities of the Parties. CDFA will assist DHHS with the administration of the Housing Stability for Displaced Households by providing consultant and/or staff support for the program.
- 1.3. In connection with the performance of this MOU, the Parties agree to comply with all applicable laws and regulations.
- 1.4. For the purposes of this MOU, all references to days shall mean calendar days, unless otherwise specified.

**2. TERM**

- 2.1. Effective date: This MOU is effective upon Governor and Executive Council approval.
- 2.2. Duration: The duration of this MOU is from the Effective Date through September 30, 2022. The Parties may extend the MOU for up to two (2) years upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 2.3. Modification: The Parties may modify this MOU by mutual written agreement at any time, subject to appropriate State approval.
- 2.4. Termination: Either party may, at its sole discretion, terminate this MOU for any reason, in whole or in part, by providing thirty (30) days written notice to the other party. In the event of an early termination of this MOU for any other reason than the completion of services, CDFA shall deliver to DHHS, not later than thirty (30) days after the termination, a "Termination Report" describing in detail all activities performed and the MOU funds used up to and including the date of termination.

In the event the services and/or prescribed outcomes described within this MOU are not met to the satisfaction of DHHS, DHHS reserves the right to immediately terminate this Agreement upon written notice.

**3. RESPONSIBILITIES OF THE COMMUNITY DEVELOPMENT FINANCE AUTHORITY**

- 3.1. CDFA agrees to:
  - 3.1.1. Provide staffing and/or consultants and/or to support the Housing Stability for Displaced Households Program (the "Program"), which includes the Intensive Case Management Program and the Landlord Incentive Outreach Program, and related objectives set forth in the Council on Housing Stability Strategic Plan, as directed by DHHS.
  - 3.1.2. Within thirty (30) days of the Effective Date of the MOU, provide a detailed draft work plan for completing the Program objectives for DHHS review and feedback.

## Memorandum of Understanding Between DHHS and COMMUNITY DEVELOPMENT FINANCE AUTHORITY

- 3.1.2.1. CDFA shall provide DHHS with a final detailed work plan within fourteen (14) days that incorporates DHHS feedback.
- 3.1.3. Provide ongoing support, as directed by DHHS, to established qualified Shelter Programs statewide for Intensive Case Management Program services. CDFA shall:
  - 3.1.3.1. Provide consultation to Shelter Programs on implementing Intensive Case Management Program services.
  - 3.1.3.2. Share best practices with Shelter Programs for providing Intensive Case Management that increases transitions to permanent housing.
- 3.1.4. Provide ongoing technical assistance and support, as directed by DHHS, to community providers and other organizations that work with local landlords to implement the Landlord Incentive Outreach Program services statewide and replicate the Affordable Housing Incentive program.
- 3.1.5. Work in conjunction with DHHS to ensure the goals and objectives as set forth by DHHS for the Program are implemented, including participating in joint efforts with DHHS.
- 3.1.6. Meet regularly with DHHS to review Program activities, goals, and progress towards the objectives in the work plan.

### 4. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

- 4.1. DHHS agrees to:
  - 4.1.1. Participate with CDFA on the development of the work plan.
  - 4.1.2. Advise the CDFA on implementing the goals and objectives set forth by DHHS for the Program.
  - 4.1.3. Meet regularly with CDFA to review the program, goals, and progress towards the objectives set forth in the work plan.
  - 4.1.4. Participate in joint efforts with CDFA to move forward the objectives of the program and the Council on Housing Stability Strategic Plan.

### 5. PAYMENT TERMS

- 5.1. The maximum amount of funds available under this MOU from DHHS to CDFA shall not exceed \$100,000.
- 5.2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this MOU.
- 5.3. CDFA shall submit an invoice and supporting documents to DHHS no later than the fifteenth (15th) working day of the following month in a form that is provided by or is otherwise acceptable to DHHS. CDFA shall:
  - 5.3.1. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
  - 5.3.2. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

**Memorandum of Understanding Between DHHS and COMMUNITY DEVELOPMENT  
FINANCE AUTHORITY**

- 5.3.3. Ensure the invoice is completed, dated and returned to DHHS with the supporting documentation for authorized expenses, in order to initiate payment.
- 5.4. All invoices may be assigned an electronic signature and emailed to [dhhs.bhhsfinance@dhhs.nh.gov](mailto:dhhs.bhhsfinance@dhhs.nh.gov), or invoices may be mailed to:
- Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
- 5.5. DHHS shall make payment to CDFA within thirty (30) days of receipt of the invoice, subsequent to approval of the submitted invoice.
- 5.6. The final invoice and supporting documentation for authorized expenses shall be due to DHHS no later than forty (40) days after the MOU completion date.
- 5.7. Notwithstanding any provision of this MOU to the contrary, all obligations of DHHS hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. DHHS shall not be required to transfer funds from any other source in the event that funds are reduced or become unavailable.
- 5.8. The Parties may agree to changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
- 6. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES**
- 6.1. Disputes arising under this MOU that cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
- 6.2. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
- 6.3. The parties hereto do not intend to benefit any third parties and this MOU shall not be construed to confer any such benefit.
- 6.4. In the event any of the provisions of this MOU are held to be contrary to any state or federal law, the remaining provisions of this MOU will remain in full force and effect.
- 6.5. This MOU, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire MOU and understandings between the parties, and supersedes all prior MOU and understandings relating hereto.
- 6.6. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.
- 6.7. For the Purposes of this Agreement, DHHS has determined that CDFA shall be considered a Contractor, per 2 CFR 200.331.

**Memorandum of Understanding Between DHHS and COMMUNITY DEVELOPMENT  
FINANCE AUTHORITY**

**APPROVALS:**

DocuSigned by: <i>Christine Santaniello</i>	11/4/2021
_____	_____
Christine L. Santaniello Associate Commissioner NH Department of Health and Human Services	Date

DocuSigned by: <i>Katherine Easterly Martey</i>	11/1/2021
_____	_____
Katherine Easterly Martey  Executive Director Community Development Finance Authority	Date

The preceding Memorandum of Understanding, having been reviewed by this office, is approved as to form, substance, and execution.

**OFFICE OF THE ATTORNEY GENERAL**

DocuSigned by: <i>J. Christopher Marshall</i>	11/5/2021
_____	_____
Name: J. Christopher Marshall Title: Assistant Attorney General	Date

The foregoing Memorandum of Understanding was approved by the following authority of the State of New Hampshire:

Name:	Date
Title:	

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## Business Information

### Business Details

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Business Name:	COMMUNITY DEVELOPMENT FINANCE AUTHORITY	Business ID:	81003
Business Type:	State Chartered (Legislative)	Business Status:	Active
Business Creation Date:	07/01/1983	Name in State of Formation:	Not Available
Date of Formation in Jurisdiction:	07/01/1983	Mailing Address:	NONE
Principal Office Address:	NONE	Last Annual Report Year:	N/A
Citizenship / State of Formation:	Domestic/New Hampshire	Next Report Year:	N/A
Duration:	Perpetual	Phone #:	NONE
Business Email:	NONE	Fiscal Year End Date:	NONE
Notification Email:	NONE		

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### Principal Purpose

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S.No	NAICS Code	NAICS Subcode
1	OTHER / PERFORMANCE OF ESSENTIAL GOVERNMENTAL FUNCTIONS.	

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### Principals Information

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No Principal(s) listed for this business.

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## Registered Agent Information

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Name: Not Available

Registered Office Not Available  
Address:

Registered Mailing Not Available  
Address:

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## Trade Name Information

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No Trade Name(s) associated to this business.

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## Trade Name Owned By

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No Records to View.

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## Trademark Information

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Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

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[Filing History](#)   [Address History](#)   [View All Other Addresses](#)   [Name History](#)   [Shares](#)  
[Businesses Linked to Registered Agent](#)   [Return to Search](#)   [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)  
[\(/online/Home/ContactUS\)](#)

**CERTIFICATE**

I, Michael Claflin, Chair of the Community Development Finance Authority do hereby certify that: (1) I am the duly elected and acting Chair of the Community Development Finance Authority, a New Hampshire non-profit corporation and public authority ("The Corporation"); I am familiar with the minute books of the Corporation (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 14th day of September, 2021, which meeting was duly held in accordance with New Hampshire law and the by-laws of the Corporation.

**Resolved:** That this Corporation authorizes Executive Director, Katherine Easterly Martey, on behalf of this Corporation, to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as she may deem necessary, desirable or appropriate, in the negotiation and execution of any and all contractual obligations and letter agreements;

**Resolved:** That the signature of the Executive Director of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

**Resolved:** That the Corporation shall be bound by any decision made by a State of New Hampshire court, or any agreement entered into by the individuals authorized above.

(5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and in effect as of the date hereof:

(6) the following person(s) have been duly appointed to and now occupy the Office(s) indicated below:

Katherine Easterly Martey, Executive Director

**IN WITNESS WHEREOF**, I have hereunto set my hand as the Chairman of the Corporation this 14th day of September, 2021.

  
Michael Claflin, Chair

**STATE OF NEW HAMPSHIRE**  
**County of MERRIMACK**

On this the 14<sup>th</sup> day of September, 2021 before me, the undersigned officer, personally appeared Michael Clafin, who acknowledged himself to be the Chair of the Community Development Finance Authority, a non-profit corporation, and that he as such Chair being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the organization by himself as Chair.

In witness whereof I hereunto set my hand and official seal.

My commission expires: SEPT 18, 2024



\_\_\_\_\_  
Maureen P. Quinn

\_\_\_\_\_, Notary Public

(Seal)



## Authorization of Limited Power of Attorney

September 14, 2021

Effective Date of POA

**Check all that apply:**

Payment Vouchers	<u>X</u>
Manual Warrants	<u>X</u>
Travel Vouchers	<u>X</u>
Requisitions	<u>X</u>
Agency Orders	<u>X</u>
Field Purchase Orders	<u>X</u>
Payroll	<u>X</u>
Other (please specify)	<u>Contracts</u>

Process Level(s) 03700

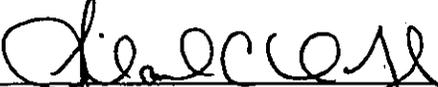
Employee ID \_\_\_\_\_

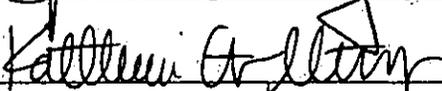
I, Michael Clafin, Chairman, Board of Directors  
(Appointing Authority and Title)

of New Hampshire Community Development Finance Authority hereby authorize  
(Department)

and appoint Katherine Easterly Martey, Executive Director  
(Subordinate Official and Title)

as my deputy with limited power of attorney to approve and sign the documents indicated above on my behalf for the department or agency, as long as they occupy the position listed. Such authority shall continue in effect unless specifically revoked or the employee terminates or transfers from the department or agency. No modifications of this authority hereby delegated shall be effective without written notice to the State Controller within the Department of Administrative Services. Nothing herein contained shall be construed to relieve the undersigned from any of his/her statutory responsibilities.

Signature of Appointing Authority 

Signature of Subordinate Official 

This form shall be executed in triplicate (ALL SIGNATURES MUST BE ORIGINALS). One copy is to be retained in the department's file and two copies are to be forwarded to the Commissioner of the Department of Administrative Services who shall distribute one copy to the Controller, and one copy to the Secretary of State.

**THIS POWER OF ATTORNEY FORM SHALL SUPERCEDE AND TAKE PRECEDENCE OVER ANY OTHER PREVIOUSLY EXECUTED POWER OF ATTORNEY FORM.**



I, Michael Clafin, Chairman, Board of Director of New Hampshire Community Development Finance Authority attest that Katherine Easterly Martey, Executive Director has the Authorization of Limited Power of Attorney as approved by the Board of Directors on 9/14/2021 and the authority is still valid.

Signature

A handwritten signature in black ink, appearing to read 'Michael Clafin', is written over a horizontal line.

Michael Clafin Chairman, Board of Director

New Hampshire Community Development Finance Authority

Date signed

11/5/21

