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Lori A. Shibinette
Commissioner

Karen E. Hebert
Director

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

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

September 9, 2022

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 amend existing contracts with the Contractors listed below in **bold**, for continuation of services through the Emergency Solutions Grant for Housing Stabilization, with no change to the price limitation of $7,880,593 and no change to the contract completion date of January 1, 2026, effective January 1, 2023 or upon Governor and Council approval, whichever is later.

The following Contractor's contracts were approved by Governor and Council on June 29, 2022, item #56:

Contractor Name	Vendor Code	Area Served	Current Amount
Community Action Program Belknap and Merrimack Counties, Inc.	**177203**	**Belknap and Merrimack Counties**	**$1,506,289**
Community Action Partnership of Strafford County	**177200**	**Strafford County**	**$1,506,289**
EasterSeals New Hampshire, Inc.	**177204**	**Statewide**	**$1,506,289**
The Front Door Agency, Inc	**156244**	**Hillsborough County**	**$1,506,289**
Southwestern Community Services, Inc.	**177511**	**Cheshire and Sullivan Counties**	**$1,506,289**
Mental Health Center of Greater Manchester, Inc.	177184	Merrimack, Hillsboro and Rockingham Counties	$349,148
		Total	**$7,880,593**

EXPLANATION

The purpose of this request is to expand eligibility definitions and financial assistance categories to align with Federal regulations. This will ensure household stability in the case where maintaining permanent housing is not an option, and provide shelter beds or transitional housing when other resources, and subsequent rental housing is not immediately available for move-in by the participant. Emergency housing is temporary housing provided in a short-term commercial residence (private residences are not eligible) not already funded to provide emergency shelter and which does not require the participant to sign a lease or occupancy agreement.

Approximately eight-hundred sixty (860) individuals/families will benefit through the changes in eligibility definitions to the Housing Stabilization program.

These services are essential to provide permanent housing, reducing first time homelessness and preventing homelessness, so individuals and families do not enter the system. The benefit of these services is a reduction in homelessness and the financial burden on emergency shelters, an increase in the wellbeing and health of NH citizens, and an increase in successful placements to permanent housing.

Housing Stabilization will provide case management and financial assistance to prevent low-income households from eviction to remain housed and not becoming homeless. Component services and assistance consist of rental or utilities arrears, childcare and transportation services, utility payment assistance, moving costs, landlord incentives, storage unit fees, other fees that directly impact housing stability, such as vehicle repairs to maintain employment, and expenses associated with gaining or keeping education or employment.

The Department will monitor performance of the Contractors by tracking the following outcome measures:

- At least eighty percent (80%) of households served by the program will resolve imminent housing crisis within an average of ninety (90) days or less.
- At least eighty-five percent (85%) of households that exit the Housing Stabilization project will exit into Permanent housing.
- At least eighty percent (80%) of households that exit a Homeless Prevention or Housing Stabilization project into permanent housing will not enter into homelessness within a year.

As referenced in Exhibit A, Revision to Standard Provisions, Section 3.3 of the original agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals and families at risk of or currently homeless will not have the housing assistance needed to prevent or end their housing instability and to maintain stable housing in the community.

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Emergency Solutions Grant contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Action Program Belknap and Merrimack Counties, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #56), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection, 1.1, Paragraph 3, Subparagraph 3.3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

2. Modify Exhibit B, Scope of Services, Section 1.6., Scope of Services Applicable to all Services, Subsection 1.6.17., Housing Stabilization, to read:

   1.6.17. Housing Stabilization

   1.6.17.1. The Contractor shall conduct Housing Stabilization activities that include providing housing stability case management, and financial assistance as necessary in order to prevent evictions, homelessness or resolve other housing instability conditions that could lead to unsheltered homelessness. The Contractor shall provide program participants at risk of homelessness, or who otherwise meet one of the conditions of housing instability with housing supports and strategies with the ultimate goal of housing stability.

   1.6.17.2. Eligibility

   1.6.17.2.1. The Contractor shall assess eligibility for program participants verification of housing crisis, including but not limited to: a notice of arrears or balance overdue, court summons, notice to quit, notice of eviction, documentation of housing which does not meet minimum standards and local minimum requirements for use and occupancy (including NH RSA:48-A:14), presence of mold or lead paint hazards, utilities not in service/no heat, city or town notice of code violation(s), overcrowded (more than two persons per bedroom), letter from host temporarily staying with friends or relatives or documentation demonstrating the households is at risk of unsheltered homelessness following the end of the emergency COVID-19 federal public health assistance.

   1.6.17.2.2. Individuals and families must have an annual income below 80 percent of median family income for the area, as determined by HUD.

1.6.17.2.3. The Contractor shall reassess income eligibility for individuals and families every twelve (12) months.

1.6.17.3. Eligible Activities

1.6.17.3.1. Temporary financial assistance payments made on behalf of program participants to help the participant remain in permanent housing or obtain permanent housing. Temporary financial assistance must be reasonable and must be provided as part of a plan to address the participant's future ability to pay their own expenses. All financial assistance provide must be to third party and not to participants directly. Financial Assistance includes:

1.6.17.3.1.1. Security/ Utility Deposit Assistance:

1.6.17.3.1.1.1. Deposit payment assistance includes the payment of security or utility deposits to help the participant obtain permanent housing

1.6.17.3.1.1:2. Deposit payment assistance may be provided on behalf of eligible participants. This assistance does not count towards the monthly assistance restrictions for both rent and allowable utilities.

1.6.17.4. Rental Assistance: The Contractor shall provide rental assistance services, mobile home lot rent when the participant owns or rents the mobile home; and penalties or fees to help a participant remain in or obtain permanent housing which include but are not limited to:

1.6.17.4.1. Assistance with rental arrearages.

1.6.17.4.2. Tenant based rental assistance, which includes but is not limited to:

1.6.17.4.2.1. Rental Assistance for no more than twenty-four (24) months over a thirty-six (36) month period. The Contractor shall:

1.6.17.4.2.1.1. Enter into a rental assistance agreement with the owner or landlord on behalf of the program participant, ensuring that the Contractor receives a copy of all general notices, complaints, and notices of eviction from the landlord or owner.

1.6.17.4.2.1.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.

1.6.17.4.2.1.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.

1.6.17.4.2.1.4. Ensure rental units comply with rent reasonableness.

1.6.17.5. Childcare Services: The Contractor shall provide childcare fees and services, which include but are not limited to:

1.6.17.5.1. Payments on behalf of a participant to an "eligible child care provider" providing childcare services.

1.6.17.5.1.1. An "eligible child care provider" is a provider of childcare services for compensation, including a provider of care for a school-age child during non-school hours (day camps and overnight, residential camps), that:

1.6.17.5.1.1.1. Is licensed, regulated, registered, or otherwise legally operating under state and local law.

1.6.17.5.2. Payments are only eligible if the assistance will improve a participant's housing stability.

1.6.17.6. Transportation Services: The Contractor shall provide transportation assistance to participants if the assistance will improve a participant's housing stability. Eligible costs include but are not limited to:

1.6.17.6.1. Vehicle repair or maintenance assistance on behalf of a participant. Maximum $2000 annually.

1.6.17.6.2. For participants with their own vehicle, contractors may provide gas cards to assist with housing stability.

1.6.17.6.3. Public Transportation expenses, including bus passes, taxi or ride share costs.

1.6.17.7. Utility Payment Assistance: The Contractor shall provide utility payment assistance, which includes but is not limited to:

1.6.17.7.1. The payment of utility costs (i.e. heat, electricity, water, sewer and garbage collection) to help the participant obtain or retain permanent housing. Payment must be made by the sub-recipient directly to a utility company. Participant, legal representative or a member of the household must have an account in his/her name with a utility company or proof of responsibility to make payments.

1.6.17.7.2. The payment of utility arrears.

1.6.17.8. Moving Costs: The Contractor shall provide moving costs assistance. Moving costs payment assistance includes costs necessary to help the participant obtain safe permanent housing, including but not limited to the following:

1.6.17.8.1. Reasonable costs such as truck rental or hiring a moving company.

1.6.17.8.2. Short-term storage fees for a maximum of 6 months.

1.6.17.9. Landlord incentives: The Contractor shall provide costs of paying for landlord incentives as reasonable and necessary to obtain housing for individuals and families experiencing homelessness at risk of homelessness or who otherwise meet conditions of housing instability.

1.6.17.9.1. The Contractor shall offer landlord incentives that include:

1.6.17.9.1.1. Signing bonuses equal to up to 2 months of rent;

1.6.17.9.1.2. Security deposits equal to up to 3 months of rent;

1.6.17.9.1.3. Paying the cost to repair damages caused by the program participant not covered by the security deposit or that are occurred while the program participant is still residing in the unit; and,

1.6.17.9.1.4. Paying the costs of extra cleaning or maintenance.

1.6.17.10. General Housing Stability Assistance: The Contractor shall provide provision of goods or payment of expenses not included in other Housing Stabilization categories but which are directly related to supporting a participant's housing stability. All such expenses must relate to a participant's ability to gain or keep employment or permanent housing. Such assistance is offered only when it is not available through existing mainstream resources or as emergency assistance while mainstream resources are pending. This assistance must be paid directly to a third party.

1.6.17.10.1. Expenses Associated With Gaining Or Keeping Education Or Employment

1.6.17.10.1.1. Eligible items include but are not limited to:

1.6.17.10.1.1.1. Uniforms, tools, driver's license/state identification fees, license/certification costs required for employment, documentation acquisition fees such as for Social Security Number or birth certificate, school supply costs (where other funding is not available), document court filing fees, costs of internet for remote learning or employment, the costs of cell phone and cell phone minutes, and short term training leading to employment, where other funding is not available.

1.6.17.10.2. Expenses Associated With Moving Into Permanent Housing

1.6.17.10.2.1. Eligible items include but are not limited to:

1.6.17.10.2.1.1. Bed delivery costs, bed frames, conventional mattresses, air mattresses, box springs, bedding (sheets, pillowcases, and pillows), basic kitchen utensils, and cleaning supplies.

1.6.17.10.3. Expenses Necessary For Securing And Maintaining Appropriate Permanent Housing

1.6.17.10.3.1. Eligible items include but are not limited to:

1.6.17.10.3.1.1. Fees for rental applications, background checks, housing inspections, credit score checks, credit counseling, criminal background checks, tenancy screening reports, financial literacy class, document court filing fees; and documentation acquisition such as for Social Security Number or birth certificates. Items necessary for life or safety provided on a temporary basis to address an emergency. Eligible items include but are not limited to: food, baby formula, diapers, and winter clothing.

1.6.17.11. Emergency Housing Assistance: The Contractor shall provide short-term emergency housing assistance to eligible participants. The goal of emergency housing assistance is to ensure household safety in the case where maintaining permanent housing is not an option AND shelter beds, transitional housing, or other resources are not available AND subsequent rental housing is not immediately available for move-in by the participant.

1.6.17.11.1. Funds can be used to pay for cleaning of hotel and motel rooms used by program participants as well as to repair damages caused by program participants above normal wear and tear of the room.

1.6.17.11.2. The Contractor shall provide assistance to short-term commercial residences such as hotels only- private residences are not eligible, nor are agencies already funded to provide emergency shelter.

1.6.17.11.3. Emergency Housing Assistance costs cannot exceed the reasonable community standard for such housing (i.e., cost of hotel must be similar to other basic hotel accommodations available in the community).

1.6.17.11.4. This assistance is for emergency use only and is capped at 14 days per household annually. A formal request with extenuating circumstances would need to be reviewed and approved by BHS to extend that cap. Subrecipients should work with mainstream resources to cost share where able.

1.6.17.12. Housing Stability Case Management: The Contractor shall provide Housing First, housing-focused case management services.

1.6.17.12.1. The Contractor shall refer to or pay for costs for services provided, that shall include, but are not limited to:

1.6.17.12.1.1. Income Assistance.

1.6.17.12.1.2. Employment and Benefits Assistance.

1.6.17.12.1.3. Educational Assistance.

1.6.17.12.1.4. Health Care Services including Mental Health Services.

1.6.17.12.1.5. Mediation services.

1.6.17.12.1.6. Legal services.

1.6.17.12.1.7. Budgeting and Credit repair services.

1.6.17.12.1.8. Mainstream resources.

1.6.17.13. The Contractor shall make available on-going housing stability case management for six (6) months after rental assistance has ended.

1.6.17.14. The Contractor shall ensure clients have access to educational activities that will assist clients with obtaining housing that they will be able to sustain once the financial assistance ends, including but not limited to budgeting education; job search and interview skills training; and resume writing training.

1.6.17.15. The Contractor shall refer eligible individuals to community based services that will assist with addressing barriers to housing, as appropriate, using the local coordinated entry system.

1.6.17.16. The Contractor shall develop an action plan for achieving housing stability.

1.6.17.17. The Contractor shall conduct an inspection for each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards to ensure that households receiving assistance will reside in safe, sanitary housing that meets state and local housing codes.

1.6.17.18. The Contractor shall ensure:

1.6.17.18.1. Occupied housing meets state and local housing requirements including, but not limited to, compliance with:

1.6.17.18.1.1. All applicable state and local housing codes. Licensing requirements.

1.6.17.18.1.2. All requirements regarding the condition of the structure.

1.6.17.18.1.3. All requirements regarding the operation of housing or services.

1.6.17.19. The Contractor shall ensure occupied housing meets the Lead-Based Paint Poisoning Prevention and Disclosure Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851- 4856), and implementing regulations in CFR part 35, subparts A, B, K, M, and R.

1.6.17.20. The Contractor shall enter client level data into the New Hampshire Homeless Management Information System (NH HMIS) and comply with all training and licensing requirements. Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. The Contractor shall comply with all privacy and security requirements set by the Department.

1.6.17.21. The Contractor shall ensure sufficient licensed staff to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS).

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

9/28/2022
Date

DocuSigned by:
Karen Hebert
Name: Karen Hebert
Title: Division Director

Community Action Program Belknap and Merrimack Counties, Inc.

9/27/2022
Date

DocuSigned by:
Name: Michael Tabory
Title: Chief Operating Officer

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

OFFICE OF THE ATTORNEY GENERAL

9/29/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: 59C4C3D6-0DED-4C45-8985-B26131920122

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **63021**

Certificate Number: **0005774597**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of May A.D. 2022.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 59C4C3D6-0DED-4C45-8985-B26131920122

Phone (603) 225-3295
(800) 856-5525
Fax (603) 228-1898
Web www.bm-cap.org

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.
EMPOWERING COMMUNITIES SINCE 1965

2 Industrial Park Drive
P.O. Box 1016
Concord, NH
03302-1016

CERTIFICATE OF AUTHORITY

I, Dennis Martino, President, Board of Directors, hereby certify that:

1. I am a duly elected officer of Community Action Program Belknap-Merrimack Counties, Inc.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on January 13, 2022, at which a quorum of the Directors were present and voting.

VOTED: That ***Jeanne Agri, Chief Executive Officer/Executive Director, Michael Tabory, Chief Operations Officer/Deputy Director, Jill Lesmerises, Chief Fiscal Officer, Steven Gregoire, Budget Analyst, Dennis Martino, President, Board of Directors*** are duly authorized on behalf of Community Action Program Belknap-Merrimack Counties, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains **valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 9/12/2022 Signature of Elected Officer: Dennis Martino

Name: Dennis Martino
Title: President, Board of Directors

DocuSign Envelope ID: 59C4C3D6-0DED-4C45-8985-B26131920122

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Andrea Nicklin PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com
INSURED Community Action Program Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Selective Insurance Co. of SC — 19259 INSURER B: Granite State Health Care and Human Services Self- INSURER C: Federal Ins Co — 20281 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 21-22 All/22-23 WC & D&O **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			S2509940	10/01/2021	10/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			S2509940	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			S2509940	10/01/2021	10/01/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20220000029 (3a.) NH	01/01/2022	01/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Directors & Officers Liability			82471794	04/01/2022	04/01/2023	Limit Deductible	$1,000,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

State of New Hampshire; Department of
Health & Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Andrea Nicklin PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com
INSURED Community Action Program Belknap-Merrimack Counties Inc. P. O. Box 1016 Concord NH 03302	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Selective Insurance Co. of SC — 19259 INSURER B : Granite State Health Care and Human Services Self- — 524292 INSURER C : Federal Ins Co — 20281 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 22-23 All lines w/D&O **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			S2509940	10/01/2022	10/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			S2509940	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			S2509940	10/01/2022	10/01/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20220000547 (3a.) NH	01/01/2022	01/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Directors & Officers Liability			82471794	04/01/2022	04/01/2023	Limit Deductible	1,000,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

(Job #: Job Type: DHHS)
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

State of NH-Bureau of Contracts and Procurement-DHHS
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COMMUNITY ACTION PROGRAM

BELKNAP-MERRIMACK COUNTIES, INC.
EMPOWERING COMMUNITIES SINCE 1965

The **Vision** of

Community Action Program Belknap-Merrimack Counties Inc.

An agency that creates opportunities for all people to thrive, a partner in building strong, resilient communities, to ensure a more equitable society.

The **Mission** of

Community Action Program Belknap-Merrimack Counties, Inc.

To assist in reducing poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals to reach economic stability.

The **Values** of

Community Action Program Belknap-Merrimack Counties, Inc.

We believe all people should be treated with dignity and respect and recognize that structural race, gender, and other inequities remain barriers that must be addressed.

We believe that our communities have the capacity and moral obligation to ensure that no one is forced to endure the hardships of poverty.

We believe that everyone can reach their fullest potential with hope, adequate resources, and opportunities, and we are committed to achieving that vision.

We pledge ourselves to create an environment that pursues innovation and excellence through multi-sector partnership and collaboration.

Equity · Respect · Commitment · Excellence · Hope
Community · Caring · Innovation · Opportunity

The **Promise** of Community Action

Community Action changes people's lives, embodies the spirit of hope, improves communities and makes America a better place to live. We care about the entire community, and we are dedicated to helping people help themselves and each other.

Helping People. Changing Lives.
community Action
PARTNERSHIP
AMERICA'S POVERTY FIGHTING NETWORK

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Financial Statements

COMMUNITY ACTION PROGRAM
BELKNAP - MERRIMACK COUNTIES, INC.

FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020 AND INDEPENDENT AUDITORS' REPORT AND REPORTS ON COMPLIANCE AND INTERNAL CONTROL

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COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

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Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the consolidated statements of financial position as of February 28, 2021 and February 29, 2020, and the related consolidated statements of activities, functional expenses and cash flows, and notes to the consolidated financial statements for the years then ended.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 28, 2021, and the changes in net assets and cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations (CFR)* Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, is* presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 14, 2022, on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
February 14, 2022

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

ASSETS

	2021	2020
CURRENT ASSETS		
Cash	$ 899,766	$ 549,026
Accounts receivable	3,762,809	2,556,855
Inventory	55,895	22,916
Prepaid expenses	73,709	44,159
Investments	127,996	110,078
Total current assets	4,920,175	3,283,034
PROPERTY		
Land, buildings and improvements	7,146,516	5,544,770
Equipment, furniture and vehicles	6,117,020	5,652,539
Construction in process	18,126	-
Total property	13,281,662	11,197,309
Less accumulated depreciation	7,639,290	6,695,428
Property, net	5,642,372	4,501,881
OTHER ASSETS		
Cash escrow and reserve funds	65,437	-
Tenant security deposits	6,881	-
Due from related party	-	139,441
Total other assets	72,318	139,441
TOTAL ASSETS	$ 10,634,865	$ 7,924,356

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of notes payable	$ 213,444	$ 201,245
Line of credit	380,028	550,000
Accounts payable	1,525,832	1,160,635
Accrued expenses	788,951	757,999
Refundable advances	1,036,941	1,084,516
Total current liabilities	3,945,196	3,754,395
LONG TERM LIABILITIES		
Paycheck Protection Program loan	1,935,300	-
Notes payable, less current portion shown above	939,697	814,253
Tenant security deposits	6,881	-
Total liabilities	6,827,074	4,568,648
NET ASSETS		
Without donor restrictions	2,758,959	2,992,894
With donor restrictions	1,048,832	362,814
Total net assets	3,807,791	3,355,708
TOTAL LIABILITIES AND NET ASSETS	$ 10,634,865	$ 7,924,356

See Notes to Consolidated Financial Statements

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
REVENUES AND OTHER SUPPORT			
Grant awards	$ 20,625,325	$ -	$ 20,625,325
Rental income	123,657	-	123,657
Other funds	2,375,403	3,733,525	6,108,928
In-kind	490,035	-	490,035
United Way	5,297	-	5,297
Interest income	383	-	383
Realized gain on sale of equipment	3,500	-	3,500
Total revenues and other support	23,623,600	3,733,525	27,357,125
NET ASSETS RELEASED FROM RESTRICTIONS	3,047,507	(3,047,507)	-
Total	26,671,107	686,018	27,357,125
EXPENSES			
Salaries and wages	9,010,668	-	9,010,668
Payroll taxes and benefits	2,538,067	-	2,538,067
Travel	145,913	-	145,913
Occupancy	1,429,443	-	1,429,443
Program services	11,796,741	-	11,796,741
Other costs	1,599,972	-	1,599,972
Depreciation	458,009	-	458,009
In-kind	490,034	-	490,034
Total expenses	27,468,847	-	27,468,847
CHANGE IN NET ASSETS BEFORE GAIN ON INVESTMENT IN LIMITED PARTNERSHIP	(797,740)	686,018	(111,722)
GAIN ON INVESTMENT IN LIMITED PARTNERSHIP	64,397	-	64,397
CHANGE IN NET ASSETS	(733,343)	686,018	(47,325)
NET ASSETS, BEGINNING OF YEAR	2,992,894	362,814	3,355,708
NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIP	499,408	-	499,408
NET ASSETS, END OF YEAR	$ 2,758,959	$ 1,048,832	$ 3,807,791

See Notes to Consolidated Financial Statements

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 29, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
REVENUES AND OTHER SUPPORT			
Grant awards	$ 18,276,247	$ -	$ 18,276,247
Other funds	2,437,366	2,986,021	5,423,387
In-kind	920,759	-	920,759
United Way	11,938	-	11,938
Total revenues and other support	21,646,310	2,986,021	24,632,331
NET ASSETS RELEASED FROM RESTRICTIONS	3,130,622	(3,130,622)	-
Total	24,776,932	(144,601)	24,632,331
EXPENSES			
Salaries and wages	9,213,867	-	9,213,867
Payroll taxes and benefits	2,508,455	-	2,508,455
Travel	322,894	-	322,894
Occupancy	1,393,046	-	1,393,046
Program services	9,231,697	-	9,231,697
Other costs	1,634,451	-	1,634,451
Depreciation	401,166	-	401,166
In-kind	920,759	-	920,759
Total expenses	25,626,335	-	25,626,335
CHANGE IN NET ASSETS	(849,403)	(144,601)	(994,004)
NET ASSETS, BEGINNING OF YEAR	3,842,297	507,415	4,349,712
NET ASSETS, END OF YEAR	$ 2,992,894	$ 362,814	$ 3,355,708

See Notes to Consolidated Financial Statements

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 28, 2021

	Program	Management	Total
Salaries and wages	$ 8,423,286	$ 587,382	$ 9,010,668
Payroll taxes and benefits	2,308,290	229,777	2,538,067
Travel	145,104	809	145,913
Occupancy	1,293,121	136,322	1,429,443
Program Services	11,796,741	-	11,796,741
Other costs:			
Accounting fees	-	80,013	80,013
Legal fees	19,604	-	19,604
Supplies	165,804	30,710	196,514
Postage and shipping	56,087	8,986	65,073
Equipment rental and maintenance	6,736	-	6,736
Printing and publications	34,562	3,551	38,113
Conferences, conventions and meetings	632	-	632
Interest	39,595	22,938	62,533
Insurance	123,704	27,528	151,232
Membership fees	10,040	7,019	17,059
Utility and maintenance	190,837	62,549	253,386
Computer services	47,178	8,660	55,838
Other	584,982	68,257	653,239
Depreciation	458,009	-	458,009
In-kind	490,034	-	490,034
Total functional expenses	$ 26,194,346	$ 1,274,501	$ 27,468,847

See Notes to Consolidated Financial Statements

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 29, 2020

	Program	Management	Total
Salaries and wages	$ 8,797,236	$ 416,631	$ 9,213,867
Payroll taxes and benefits	2,468,991	39,464	2,508,455
Travel	322,870	24	322,894
Occupancy	1,225,265	167,781	1,393,046
Program Services	9,231,697	-	9,231,697
Other costs:			
Accounting fees	475	60,771	61,246
Legal fees	-	9,261	9,261
Supplies	214,778	31,442	246,220
Postage and shipping	19,055	34,399	53,454
Equipment rental and maintenance	3,627	275	3,902
Printing and publications	27,109	6,562	33,671
Conferences, conventions and meetings	27,248	4,662	31,910
Interest	57,543	15,712	73,255
Insurance	133,619	5,949	139,568
Membership fees	12,862	7,586	20,448
Utility and maintenance	170,336	48,114	218,450
Computer services	51,908	-	51,908
Other	663,656	27,502	691,158
Depreciation	401,166	-	401,166
In-kind	920,759	-	920,759
Total functional expenses	$ 24,750,200	$ 876,135	$ 25,626,335

See Notes to Consolidated Financial Statements

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (47,325)	$ (994,004)
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation	458,009	401,166
Interest on deferred financing costs	484	-
Realized gain on sale of equipment	(3,500)	-
Gain on investment in limited partnership	(64,397)	-
Decrease (increase) in current assets:		
Accounts receivable	(1,203,458)	(235,814)
Inventory	(32,979)	(116)
Prepaid expenses	(18,723)	8,473
Decrease (increase) in current liabilities:		
Accounts payable	356,371	91,470
Accrued expenses	23,890	(308,749)
Refundable advances	(47,575)	86,184
NET CASH USED IN OPERATING ACTIVITIES	(579,203)	(951,390)
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of property	3,500	-
Additions to property	(618,410)	(268,634)
Investments	(17,918)	(7,556)
NET CASH USED IN INVESTING ACTIVITIES	(632,828)	(276,190)
CASH FLOWS FROM FINANCING ACTIVITIES		
Paycheck Protection loan proceeds	1,935,300	-
Net repayments on line of credit	(169,972)	550,000
Repayment of long term debt	(199,152)	(185,156)
NET CASH PROVIDED BY FINANCING ACTIVITIES	1,566,176	364,844
NET INCREASE (DECREASE) IN CASH AND RESTRICTED CASH	354,145	(862,736)
CASH AND RESTRICTED CASH BALANCE, BEGINNING OF YEAR	549,026	1,411,762
CASH AND RESTRICTED CASH TRANSFERRED FROM LIMITED PARTNERSHIP	62,032	-
CASH AND RESTRICTED CASH BALANCE, END OF YEAR	$ 965,203	$ 549,026

See Notes to Consolidated Financial Statements

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

	2021	2020
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	$ 62,533	$ 73,255
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Transfer of assets from newly consolidated LP:		
Accounts receivable	$ 2,496	$ -
Prepaid expenses	10,827	-
Property, net	980,089	-
Security deposits	8,132	-
Total transfer of assets from newly consolidated LP	$ 1,001,544	$ -
Transfer of liabilities from newly consolidated LP:		
Accounts payable	$ 8,825	$ -
Accrued expenses	7,062	-
Security deposits	8,132	-
Note payable	336,311	-
Total transfer of liabilities from newly consolidated LP	$ 360,330	$ -
Total transfer of partners' capital from newly consolidated LP	$ 499,408	$ -
Partnership capital previously recorded as investment in related parties	203,838	-
Total transfer of partners' capital from newly consolidated LP	$ 703,246	$ -

See Notes to Consolidated Financial Statements

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

Community Action Program Belknap – Merrimack Counties, Inc. (the Organization) is a New Hampshire nonprofit organization that serves nutritional, health, living and support needs of the low income and elderly clients in the two county service areas, as well as state wide. These services are provided with the financial support of various federal, state, county and local organizations.

Principles of Consolidation

The consolidated financial statements include the accounts of Community Action Program of Belknap-Merrimack Counties, Inc., and the following entities as Community Action Program of Belknap-Merrimack Counties, Inc. has both an economic interest and control of the entities through a majority voting interest in their governing board. All significant intercompany items and transactions have been eliminated from basic consolidated financial statements.

- Sandy Ledge Limited Partnership
- CAP BMC Development Corporation

Basis of Accounting

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting in accordance with the accounting principles generally accepted in the United State of America.

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles, which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions include net assets that are not subject to any donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

Net assets with donor restrictions include net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

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Donor restricted contributions are reported as increases in net assets with donor restrictions. When restrictions expire, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statements of activities.

The Organization had net assets with donor restrictions of $1,048,832 and $362,814 at February 28, 2021 and February 29, 2020, respectively. See **Note 13.**

Income Taxes

Community Action Program of Belknap-Merrimack Counties, Inc. is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

The Organization files information returns in the United States and the State of New Hampshire. The Organization is subject to examinations by tax authorities for three years.

CAP BMC Development Corporation is taxed as a "C" Corporation under the Internal Revenue Code. The Corporation accounts for deferred income taxes under the asset and liability method in accordance with Accounting Standards Codification No. 740 (ASC 740), "*Accounting for Income Taxes*". The objective of this method is to establish deferred tax assets and liabilities for temporary differences between the financial reporting basis and the tax basis of the Company's assets and liabilities at the enacted tax rate expected to be in effect when such amounts are realized or settled. ASC 740 also required deferred tax assets and liabilities to be shown separately. There are no deferred tax assets or liabilities. The Corporation has no federal net operating loss carryforwards available at February 28, 2021 and 2020.

Sandy Ledge Limited is taxed as a partnership. Federal income taxes are not payable, or provided by the partnership. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes,* established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in consolidated financial statements. The Organization has analyzed its tax position taken on its income tax returns for the past three years, and has concluded that no additional provision for income taxes is necessary in the Organization's consolidated financial statements.

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Property

Property and equipment is recorded at cost or, if donated, at the approximate fair value at the date of the donation. Assets purchased with a useful life in excess of one year and exceeding $5,000 are capitalized unless a lower threshold is required by certain funding sources. Depreciation is computed on the straight-line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	40 years
Equipment, furniture and vehicles	3 - 7 years

Use of Estimates

The preparation of consolidated financial statements in conformity with United States generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the consolidated statements of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents.

The Organization maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

The following table provides a reconciliation of cash and restricted cash reported within the statements of financial position that sum to the total in the statements of cash flows as of yearend:

	2021	2020
Cash, operations	$ 899,766	$ 549,026
Cash escrow and reserve funds	65,437	-
Total cash and restricted cash	$ 965,203	$ 549,026

Contributed Services

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made,* if the services (a) create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the consolidated financial statements since the recognition criteria under FASB ASC No. 958 were not met.

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In-Kind Donations / Noncash Transactions

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying consolidated financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received $490,035 and $920,759 in donated facilities, services and supplies for the years ended February 28, 2021 and February 29, 2020, respectively, as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be $18,937 and $52,181 for the years ended February 28, 2021 and February 29, 2020, respectively.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be $471,098 and $868,578 for the years ended February 28, 2021 and February 29, 2020, respectively.

Advertising

The Organization expenses advertising costs as they are incurred. Total advertising costs for the years ended February 28, 2021 and February 29, 2020 totaled $14,287 and $46,899, respectively.

Inventory

Inventory consists of weatherization supplies and work in process and is valued at the lower of cost or net realizable value, using the first-in, first-out method.

New Accounting Pronouncement

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606). The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The Organization adopted the new standard effective March 1, 2020, the first day of the Organization's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for the applicable revenue streams; as such, no cumulative effect adjustment was recorded.

Revenue Recognition

Amounts received from conditional grants and contracts for specific purposes are generally recognized as income to the extent that related expenses and conditions are incurred or met. Conditional grants received prior to the conditions being met are reported as refundable advances. Contributions of cash and other assets are reported as with donor restrictions if they are received with donor imposed stipulations that limit the use of the donated assets. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as without donor restrictions.

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Program Service Revenue
Program service revenue is recognized as revenue when the services are performed.

Rental Revenue
The Organization derives revenues from the rental of apartment units. Revenues are recognized as income, monthly, when rents become due, and control of the apartment units is transferred to the lessees. The individual leases are for a term of one year and are cancelable by the tenants. Control of the leased units is transferred to the lessee in an amount that reflects the consideration the Partnership expects to be entitled to in exchange for the leased units. The cost incurred to obtain the lease will be expensed as incurred.

Performance Obligations and Contract Assets and Liabilities
The performance obligations related to the lease contracts and program services are satisfied at a point in time. Revenue from performance obligations satisfied at a point in time consist of monthly rental payments and fees for program services. Contract assets for the year ended February 28, 2021 were $2,378. Contract liabilities for the year ended February 28, 2021 were $911. There were no contract assets or liabilities for the year ended February 29, 2020.

Functional Allocation of Expenses
The costs of providing the various programs and other activities have been presented in the Consolidated Statements of Functional Expenses. Accordingly, certain costs have been allocated among the program services and supporting activities benefited. Expenses are charged to each program based on the direct expenses incurred or estimated usage based on time spent on each program by staff.

Expense	Method of allocation
Wages and benefits	Time and effort
Depreciation	Actual assets used by program
All other expenses	Direct assignment

2. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of February 28, 2021 and February 29, 2020:

	2021	2020
Financial assets at year end:		
Cash and cash equivalents, undesignated	$ 889,766	$ 549,026
Accounts receivable	3,762,809	2,556,855
Investments	127,996	110,078
Cash escrow and reserves	65,437	-
Total financial assets	4,846,008	3,215,959

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Less amounts not available to be used within one year:		
Net assets with donor restrictions	1,048,832	362,814
Reserve funds	60,212	-
Amounts not available within one year	1,109,044	362,814
Financial assets available to meet general expenditures over the next twelve months	$ 3,736,964	$ 2,853,145

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates $4,360,000 and $3,995,000 respectively, at February 28, 2021 and February 29, 2020. The Organization has a line of credit with $219,972 and $50,000, available to borrow on, at February 28, 2021 and February 29, 2020, respectively.

3. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 28, 2021 and February 29, 2020. The Organization has no policy for charging interest on overdue accounts.

4. REFUNDABLE ADVANCES

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated $1,036,941 and $1,084,516 as of February 28, 2021 and February 29, 2020, respectively.

5. RETIREMENT PLAN

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 28, 2021 and February 29, 2020 totaled $193,103 and $181,057, respectively.

6. LEASED FACILITIES

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to twenty years. For the year ended February 28, 2021 and February 29, 2020, the annual lease expense for the leased facilities was $542,317 and $546,861, respectively.

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The approximate future minimum lease payments on the above leases are as follows:

Year Ended February 28	Amount
2022	$ 472,703
2023	445,235
2024	411,834
2025	245,038
2026	88,762
Thereafter	776,979
Total	$ 2,440,551

7. ACCRUED EARNED TIME

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of $415,580 and $341,532 at February 28, 2021 and February 29, 2020, respectively.

8. BANK LINE OF CREDIT

The Organization has a $200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (4.75% at February 28, 2021 and February 29, 2020) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no balance outstanding at February 28, 2021. There was a balance of $200,000 outstanding at February 29, 2020.

During the year ended February 29, 2020 the Organization entered into an additional revolving line of credit agreement (the line) in the amount of $400,000, with a bank that is due on demand. The line calls for monthly variable interest payments based on the LIBOR rate (2.62% and 4.02% at February 28, 2021 and February 29, 2020, respectively). The line is secured by all the Organization's assets. There was a balance of $380,028 and $350,000 outstanding at February 28, 2021 and February 29, 2020, respectively.

9. CONCENTRATION OF RISK

For the years ended February 28, 2021 and February 29, 2020, approximately $11,400,000 (42%) and $12,100,000 (49%), respectively, of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

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10. LONG TERM DEBT

Long term debt consisted of the following as of February 28, 2021 and February 29, 2020:

	2021	2020
5.50% note payable to a financial institution in monthly installments of $1,634 through July 2039. The note is secured by property of the Organization.	$ 225,459	$ 232,259
5.75% note payable to a financial institution in monthly installments for principal and interest of $13,912 through July 2023. The note is secured by property of the Organization for Lakes Region Family Center.	375,827	520,492
3.00% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of $747 through May 2027. The note is secured by property of the Organization for the agency administrative building renovations.	50,507	57,848
7.00% note payable to a bank in monthly installments for principal and interest of $4,842 through May 2023. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start.	164,553	204,899
Non-interest bearing note payable by Sandy Ledge to New Hampshire Housing deferred until June 1, 2034 or until the project is sold or refinanced or surplus cash is available. The note is collateralized by a mortgage on real estate.	343,081	-
Total long-term debt before unamortized deferred financing cost	1,159,427	1,015,498
Unamortized deferred financing costs	(6,286)	-
	1,153,141	1,015,498
Less amounts due within one year	213,444	201,245
Long term portion	$ 939,697	$ 814,253

The scheduled maturities of long-term debt as of February 28, 2021 were as follows:

Year Ending February 28	Amount
2022	$ 213,444
2023	226,567
2024	146,511
2025	16,749
2026	17,517
Thereafter	532,353
	$ 1,153,141

11. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of February 28, 2021 and February 29, 2020:

	2021	2020
Land	$ 279,340	$ 168,676
Building and improvements	6,867,176	5,376,094
Equipment and vehicles	6,117,020	5,652,539
Construction in process	18,126	-
	13,281,662	11,197,309
Less accumulated depreciation	7,639,290	6,695,428
Property and equipment, net	$ 5,642,372	$ 4,501,881

Depreciation expense for the years ended February 28, 2021 and February 29, 2020 totaled $458,009 and $401,166, respectively.

12. CONTINGENCIES

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 28, 2021.

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13. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following specific program services as of February 28, 2021 and February 29, 2020:

	2021	2020
NH Food Pantry Coalition	$ 663	$ 663
Senior Center	142,817	141,114
Elder Services	499,201	2,867
Mary Gale	-	24,082
NH Rotary Food Challenge	5,058	5,068
Summer Feeding	60,433	18,840
Common Pantry	5,512	4,764
Caring Fund	8,791	9,064
Agency – FAP	2,604	4,751
Agency Head Start	224,847	145,747
Agency – FP/PN	87,387	-
Community Crisis	350	2,550
Other Programs	11,169	3,304
Total net assets with donor restrictions	$ 1,048,832	$ 362,814

14. RELATED PARTY TRANSACTIONS

The Organization serves as the management agent for the following organizations:

Related Party	Function
Belmont Elderly Housing, Inc.	HUD Property
Epsom Elderly Housing, Inc.	HUD Property
Alton Housing for the Elderly, Inc.	HUD Property
Pembroke Housing for the Elderly, Inc.	HUD Property
Newbury Elderly Housing, Inc.	HUD Property
Kearsarge Elderly Housing, Inc.	HUD Property
Riverside Housing Corporation	HUD Property
Twin Rivers Community Corporation	Property Development
Ozanam Place, Inc.	Transitional Supportive Services
TRCC Housing Limited Partnership I	Low Income Housing Tax Credit Property

The services performed by the Organization included, marketing, accounting, tenant selection (for the HUD properties), HUD compliance (for the HUD properties), and maintenance of property.

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The total amount due from the related parties (collectively) at February 28, 2021 and February 29, 2020 was $181,384 and $198,763, respectively, and is included in accounts receivables.

15. RECLASSIFICATION

Certain amounts and accounts from the prior year financial statements have been reclassified to enhance the comparability with the presentation of the current year.

16. FAIR VALUE OF FINANCIAL INSTRUMENTS

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled $126,996 and $109,078 at February 28, 2021 and February 29, 2020, respectively.

ASC Topic No. 825-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, FASB ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At February 28, 2021 and February 29, 2020, the Organization's investments were classified as Level 1 and were based on fair value.

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Fair Value Measurements using Significant Observable Inputs (Level 1)

	2021	2020
Beginning balance – mutual funds	$ 109,078	$ 101,522
Total gains – mutual funds	17,918	7,556
Ending balance – mutual funds	$ 126,996	$ 109,078

The carrying amount of cash, current assets, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

The Organization also has $1,000 invested in a Partnership, The Lakes Region Partnership for Public Health, at February 28, 2021 and February 29, 2020.

17. FISCAL AGENT

Community Action Program Belknap-Merrimack Counties, Inc. acts as the fiscal agent for the following community organizations: Franklin Community Services Building (Franklin), the Common Pantry (Laconia), the Caring Fund (Meredith), the NH Food Pantry Coalition, the NH Rotary Food Challenge and FGP/SCP Association Region 1. The Agency provides the management and oversight of the revenues received (donations) and the expenses (utilities, food and emergency services).

18. PAYCHECK PROTECTION PROGRAM

In April 2020, the Organization received loan proceeds in the amount of $1,935,300 under the Paycheck Protection Program ("PPP"). The PPP, is established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act").

If the Organization does not meet the loan criteria, the unforgiven portion of the PPP loan is payable over five years at an interest rate of 1%, with a deferral of payments for the first ten months.

19. OTHER MATTERS

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization's business. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic.

20. TRANSFER OF PARTNERSHIP INTEREST

During the year ended February 28, 2021, Community Action Program of Belknap-Merrimack Counties, Inc. acquired a partnership interest in a low-income housing limited partnership, Sandy Ledge.

The following is a summary of the assets and liabilities of the partnership at the date of acquisition.

Date of Transfer	03/01/2020
Cash	$ 3,793
Cash reserves	58,239
Accounts receivable	2,496
Prepaid expenses	10,827
Property, net	980,089
Other assets	8,132
Total assets	$ 1,063,576
Note payable	$ 336,311
Other liabilities	24,019
Total liabilities	360,330
Partners' capital	703,246
Total liabilities and Partners' Capital consolidated	$ 1,063,576

21. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the consolidated statement of financial position date, but before the consolidated financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the consolidated statement of financial position date, including the estimates inherent in the process of preparing consolidated financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the consolidated statement of financial position date, but arose after that date. Management has evaluated subsequent events through February 14, 2022, the date the consolidated financial statements were available to be issued.

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On September 14, 2021, the Organization received partial forgiveness in the amount of $1,615,427. The remaining $312,873 has been converted to a loan, due in 44 monthly payments of principal and interest at a rate of 1%. The loan will mature in April 2025.

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2021

FEDERAL GRANTOR/ PROGRAM TITLE	Assistance Listing NUMBER	PASS THROUGH GRANTOR'S NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
US DEPARTMENT OF HEALTH AND HUMAN SERVICES					
HEAD START CLUSTER					
Head Start	93.600		01CH2052-05-01 & 01CH011357	$ 4,317,920	
Head Start	93.600	State of New Hampshire	NONE PROVIDED	228,000	
			TOTAL	4,545,920	
Low Income Home Energy Assistance Program	93.568	State of New Hampshire	01-02-02-0247010-77050000	3,767,213	
CV-Low Income Home Energy Assistance Program	93.568	State of New Hampshire	01-02-02-0247010-77050000	62,699	
Low Income Home Energy Assistance Program-WX	93.568	State of New Hampshire	01-02-02-0247010-77050000	182,700	
			TOTAL	4,012,612	
Community Services Block Grant	93.569	State of New Hampshire	05-095-045-450010-7148	474,958	
CV-Community Services Block Grant	93.569	State of New Hampshire	05-095-045-450010-7148	32,898	
			TOTAL	507,856	
Social Services Block Grant-Home Delivered & Congregate Meals	93.667	State of New Hampshire	05-95-48-481010-9255	261,929	
Social Services Block Grant-Service Link	93.667	State of New Hampshire	545-500387	8,963	
			TOTAL	270,892	
Temporary Assistance for Needy Families-Family Planning	93.558	State of New Hampshire	05-95-45-450010-6146	1,048	
Temporary Assistance for Needy Families-Workplace Success	93.558	Southern New Hampshire Services	05-95-45-450010-61270000	148,712	
			CLUSTER TOTAL	149,760	
AGING CLUSTER					
Title III, Part B-Senior Transportation	93.044	State of New Hampshire	05-95-48-481010-7872	86,770	
Title III, Part C-Congregate Meals	93.045	State of New Hampshire	05-95-48-481010-7872	62,887	
Title III, Part C-Home Delivered Meals	93.045	State of New Hampshire	05-95-48-481010-7872	693,717	
NSIP	93.053	State of New Hampshire	1058477	184,447	
			CLUSTER TOTAL	1,047,821	
CHILD CARE AND DEVELOPMENT FUND CLUSTER					
Child Care & Development Block Grant	93.575	State of New Hampshire	NONE PROVIDED	414,145	
Child Care Mandatory & Matching Funds of the CCDF	93.596	State of New Hampshire	NONE PROVIDED	68,127	
			CLUSTER TOTAL	482,272	
MEDICAID CLUSTER					
Medical Assistance Program	93.778	State of New Hampshire	102-500731	82,099	
Medical Assistance Program - Veterans	93.778	Gateways Community Services		52,977	
			CLUSTER TOTAL	135,076	
Family Planning - Services	93.217	State of New Hampshire	05-95-90-902010-5530	63,101	
Public Health Emergency Response:					
Cooperative Agreement for Emergency Response: Public Health	93.354	State of New Hampshire	U62PS003055	2,481	
Maternal, Infant, & Early Childhood Home Visiting Program	93.870	State of New Hampshire	05-95-042-421010-29580000	102,217	
National Family Caregiver Support, Title III, Part E-Service Link	93.052	State of New Hampshire	102-500731	51,110	
Special Programs for Aging, Title IV-Service Link	93.048	State of New Hampshire	102-500731	13,705	
State Health Insurance Assistance Program	93.324	State of New Hampshire	102-500731	14,788	
Medicare Enrollment Assistance Program	93.071	State of New Hampshire	102-500731	5,367	
			HHS TOTAL	$ 11,404,978	
US DEPARTMENT OF AGRICULTURE					
Special Suppl. Nutrition Program for Women, Infants & Children	10.557	State of New Hampshire	184NH703W1003	$ 641,527	
Senior Farmers Market	10.576	State of New Hampshire	05-95-90-902010-52600000	81,091	
Child & Adult Care Food Program	10.558	State of New Hampshire	NONE PROVIDED	96,798	
CHILD NUTRITION CLUSTER					
Summer Food Service Program For Children	10.559	State of New Hampshire	NONE PROVIDED	143,617	

See Notes to Schedule of Expenditures of Federal Awards

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FEDERAL GRANTOR/ PROGRAM TITLE	Assistance Listing NUMBER	PASS THROUGH GRANTOR'S NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURES	Continued PASSED THROUGH TO SUB-RECIPIENTS
FOOD DISTRIBUTION CLUSTER					
Commodity Supplemental Food Program	10.565	State of New Hampshire	05-95-90-902010-52800000	$ 1,112,711	$ 893,224
Emergency Food Assistance Program-Administration	10.568	State of New Hampshire	81750000	406,707	83,363
CV-Emergency Food Assistance Program-Administration	10.568	State of New Hampshire	81750000	386,238	
Emergency Food Assistance Program	10.569	State of New Hampshire	81750000	1,286,383	1,286,383
CV-Emergency Food Assistance Program	10.569	State of New Hampshire	81750000	1,090,215	1,090,215
			CLUSTER TOTAL	4,282,254	
Trade Mitigation	10.178	State of New Hampshire	NONE PROVIDED	2,025,033	1,923,324
			USDA TOTAL	$ 7,270,320	$ 5,276,509
CORPORATION FOR NATIONAL & COMMUNITY SERVICES					
FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER					
Senior Companion Program	94.016		16SCANH001	$ 389,298	
			CNCS TOTAL	$ 389,298	
US DEPARTMENT OF TRANSPORTATION					
Formula Grants for Rural Areas-Concord Transit	20.509	State of New Hampshire-Department of Transportation	NH-18-X046	$ 689,104	
TRANSIT SERVICES PROGRAMS CLUSTER					
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT	20.513	State of New Hampshire-Department of Transportation	NH-18-X043	6,199	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20.513	State of New Hampshire-Department of Transportation	NH-18-X043	57,501	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20.513	Easter Seals	IL-2019-27-00	9,661	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Drivers	20.513	Merrimack County	NH-65-X001	119,567	
			CLUSTER TOTAL	192,928	
			DOT TOTAL	$ 882,032	
US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					
Emergency Solutions Grant	14.231	State of New Hampshire	05-95-42-423010-7927	$ 175,488	
CV-Emergency Solutions Grant	14.231	State of New Hampshire	05-95-42-423010-7927	23,075	
			TOTAL	198,563	
Continuum of Care Program	12.267	State of New Hampshire	05-95-42-423010-7927-102-500731	197,935	
Continuum of Care Program	14.267	State of New Hampshire	05-95-42-423010-7927-102-500731	84,421	
			TOTAL	282,356	
			HUD TOTAL	$ 480,919	
US DEPARTMENT OF ENERGY					
Weatherization Assistance for Low Income Persons	81.042	State of New Hampshire	01-02-02-024010-77060000	$ 219,818	
			DOE TOTAL	$ 219,818	
US DEPARTMENT OF LABOR					
Senior Community Service Employment Program	17.235	State of New Hampshire	03-22-22-330510-1453000	$ 438,470	
WIA/WIOA CLUSTER					
WIA/WIOA - Adult Program	17.258	Southern New Hampshire Services	0510-53360000-102-500731	55,817	
WIA/WIOA - Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services	0510-53360000-102-500731	17,192	
			CLUSTER TOTAL	73,009	
			DOL TOTAL	$ 511,479	
U.S. DEPARTMENT OF THE TREASURY					
Coronavirus Relief Fund	21.019	State of New Hampshire	SS-2021-BHS-03-HOUSI-02	$ 2,212,383	
Coronavirus Relief Fund	21.019	State of New Hampshire	Veterans	18,006	
			US TREASURY TOTAL	$ 2,230,389	
			TOTAL	$ 23,389,233	$ 5,276,509

See Notes to the Schedule of Expenditures of Federal Awards

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SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

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COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED FEBRUARY 28, 2021

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Program Belknap-Merrimack Counties, Inc. under programs of the federal government for the year ended February 28, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE 3 INDIRECT COST RATE

Community Action Program Belknap-Merrimack Counties, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD COMMODITIES AND VEHICLES

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

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Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 28, 2021, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 14, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2021-001 that we consider to be a material weakness.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Community Action Program Belknap-Merrimack Counties, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
February 14, 2022

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COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2021. Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Action Program Belknap-Merrimack Counties, Inc.'s compliance.

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Opinion on Each Major Federal Program

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2021.

Report on Internal Control Over Compliance

Management of Community Action Program Belknap-Merrimack Counties, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
February 14, 2022

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COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2021

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. were prepared in accordance with generally accepted accounting principles.

2. One material weakness relating to the audit of the financial statements is reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.*

3. No instances of noncompliance material to the financial statements of Community Action Program Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by the Uniform Guidance.* No material weaknesses are reported.

5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.

6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).

7. The programs tested as major programs include:
   U.S. Department of Health and Human Services, Low Income Home Energy Assistance Program 93.568, Medical Assistance Program 93.778, National Family Caregiver Support, Title III, Part E 93.052, U.S. Department of Agriculture, Food Distribution Cluster, 10.565, 10.568, 10.569, U.S. Department of the Treasury, Coronavirus Relief Fund, 21.019.

8. The threshold for distinguishing Type A and B programs was $750,000.

9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to not be a low-risk auditee.

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FINDINGS - FINANCIAL STATEMENTS AUDIT

MATERIAL WEAKNESS

2021-001

Condition: The financial statements presented to the auditor at the beginning of fieldwork included accounts that had not been reconciled accurately or in a timely manner.

Criteria: The Organization's internal control procedures should be structured so that accounts are reconciled and reviewed on a timely basis.

Cause: Significant turnover in the fiscal department of the organization.

Effect: Significant audit and late client entries were recorded to ensure accurate account balances.

Recommendation: The auditors recommend that the financial close process includes a review and reconciliation of all significant accounts.

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

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COMMUNITY ACTION PROGRAM

BELKNAP-MERRIMACK COUNTIES, INC.
EMPOWERING COMMUNITIES SINCE 1965

2 Industrial Park Drive
P.O. Box 1016
Concord, NH
03302-1016

February 14, 2022

Finding 2021-001:

Plan: Going forward all reconciliations will be completed in a timely manner. This will ensure any errors and omissions will be caught and corrected timely. All accounts will be reviewed and reconciled before fieldwork begins. This will eliminate the need for significant audit and late client entries.

Anticipated Completion Date: 2/14/2022

Contact: Jill Lesmerises, CFO

ALTON
Senior Center 875-7102
Prospect View Housing 875-3111

BELMONT
Senior Center 267-9867
Heritage Terr. Housing 267-8801

BRADFORD
Senior Center 938-2104

CONCORD
Area Center 225-6880
Head Start 224-6492
Early Head Start 224-6492
Concord Area Meals on Wheels 225-9092
Concord Area Transit 225-1989
Horseshoe Pond Place 228-6956
WIC/CSFP 225-2050
Workplace Success 223-2305

EPSOM
Meadow Brook Housing 736-8250

FRANKLIN
Area Center 934-3444
Head Start 934-2161
Early Head Start 934-2161
Senior Center 934-4151
Riverside Housing 934-5340

LACONIA
Area Center 524-5512
Head Start 528-5334
Early Head Start 528-5334
Senior Center 524-7689
Family Planning 524-5453
Workplace Success 524-4367

MEREDITH
Area Center 279-4096

NEWBURY
Newbury Commons Housing 763-0360

PEMBROKE
Village at Pembroke Farms Housing 485-1842

PITTSFIELD
Senior Center 435-8482
Head Start 435-6618
Early Head Start 435-6611

SUNCOOK
Area Center 485-7824
Senior Center 485-4254

TILTON
Senior Center 527-8291

WARNER
Area Center 456-2207
Head Start 456-2208
North Ridge Housing 456-3398

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COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED FEBRUARY 28, 2021

MATERIAL WEAKNESS

2020-001

Condition: The financial statements presented to the auditor at the beginning of fieldwork understated revenue and expenses by a material amount. This was primarily the result of improper cut off due to revenue and expenses related to the fiscal year under audit being recorded to the subsequent period.

Recommendations: The auditors recommend that the Organization implement procedures so that balance sheet accounts are reconciled and reviewed by management on a monthly basis. Further, the auditors recommend that the financial closing process be simplified and include a review of all significant balance sheet and profit and loss accounts.

Current Status: Open – See 2021-001.

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Effective May 12, 2022

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.
EMPOWERING COMMUNITIES SINCE 1965

BOARD OF DIRECTORS

Dennis Martino, *President*	Theresa M. Cromwell
Chris Pyles, *Vice President*	Kathy Goode
Safiya Wazir, *Treasurer*	Sara A. Lewko
A. Bruce Carri, *Secretary/Clerk*	David Siff, Esq.
Heather Brown	David Croft, Sheriff
Ashley Reed	

Current fiscal year (3/1/22 – 2/28/23) board meetings – 3/10/22, 5/12/22, 9/8/22, 11/10/22, 1/12/23

klh:CAPBM BOD 5 2022

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Elizabeth Heyward

Highlights

- Fundraising and event planning
- Relationship building expert
- Deadline-driven
- Donor database management
- Exceptional multi-tasker
- Decisive problem solver
- Organized and efficient
- Motivated team player
- Cross-functional team management

Experience

Community Services Director- August 2017-Present

- Responsible for the planning, scheduling, implementation and monitoring of the Fuel and Electric Assistance Programs.
- Responsible for the development of internal operating procedures for the Fuel and Electric Assistance Programs compliance with agency and funding requirements
- Responsible for the development of the operating budget for Fuel and Electric Assistance Programs and area center structure with compliance with agency and funding source requirements.
- Responsible for the management, training, supervision and evaluation of Fuel and Electric Assistance and area center staff.
- Responsible for compiling and maintaining accurate records of programs statistics, financial reports, reimbursement requests for agency and various funding sources.
- Responsible for developing and implementing outreach plans and centralize client intake for Fuel and Electric Assistance Programs and other agencies services provided through the area center structure. This will be done in conjunction with agency program and area center directors.
- Responsible for securing adequate funding for Fuel and Electric Assistance Programs and local funding of area center system by local cities and towns.
- Responsible for providing public relations and information related to Fuel and

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Electric Assistance Programs and area center services.

- Responsble for coordinating with other program and area center directors on grant development by other agency programs and services to meet local community needs.
- Responsible for preparing, writing, and organizing proposals and applications for Fuel and Electric Assistance Programs and area center programs.
- Responsible for the development and implementation of the information and referral system used by the area center staff.
- Responsible for the development and implementation of a community needs assessment for the Agency and communities served.
- Assist in planning, development and implementation of a data collections software package with the state and other local CAP agencies.

Director of Mission Advancement- June 2016- July 2017

- Work with the Executive Director and other members of senior leadership to develop the annual operating budget and identify the financial needs of the organization that must be met by fundraising;
- Create and manage the annual development plan that encompasses individual and institutional giving (foundations, corporation and partners);
- Track key metrics, where success is measured by growth in contributor numbers, donor retention and dollars raised;
- Manage the development budget and assist the Executive Director in developing individual Board member fundraising plans;
- Manage the portfolio of donor prospects, including identifying, researching, qualifying, cultivating and soliciting gifts from individuals, corporations, and foundations.
- Support the Executive Director in major gift cultivation and solicitation efforts through research, planning, strategy, moves management process.
- Collaborate with the Executive Director to create individualized stewardship plans for top contributors, including customized donor reports and donor recognition.
- Manage the annual giving program, including communications, appeals, and stewardship.
- Personally acknowledge contributors and the impact of their gifts.
- Manage budget [expenses and revenues] and staff on charitable gaming activities and placement and sales of vending machines.
- Effectively position/prepare the Executive Director and Board members for interactions with major contributors and prospects.

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- Provide ongoing inspiration, support, resources and training in fundraising to the Board and staff.
- Manage the Development and Communications staff for message management and effective use of the contributor database, moves management and other tools, including cause-related marketing, cultivation events, etc.
- Collaborate with other GBS staff in the timely development of written communications such as annual appeals, direct mail and advertising.
- Travel to meet with top contributors in addition to fundraising events and board meetings.

Director of Community Relations-March 2015-June 2016

- Treasure of the Private Provider Network in Concord NH.
- Assist in all fundraising events for Great Bay. Including plan, and execution.
- Provide active representation at local and state level events and meetings.
- Stay current and report back on recent state and federal disability news.
- Increase community awareness of the organization, client services, and business opportunities,
- Assist with the newsletter, media presentations, marketing materials, and fundraising events.
- Make presentations at High Schools PTA's, and parent groups.
- Seek out other venues where groups of parents attend meetings.
- Meet with area Special Education Directors,
- Develop an active Business Advisory Council.

Associate Director of Programs and Services September 2013- March 2015-Great Bay Services

- Oversees Clinical Services. Supervises Case Managers and Nurses. Oversees Individual Service Plans, progress notes and other program documentation. Assures coordination between case managers and appropriate program staff.
- Conducts interdisciplinary staff meetings with case managers, nurses, residential managers and community center staff to assure coordination of services, client concerns, incidents and trends. Facilitates problem solving and is solution focused.
- Oversees Employment, Day and Residential Services. Reviews consumer progress, written reports and assures coordination between all assigned managers. Supervises all direct care program managers.
- Is responsible for the hiring and dismissal of all direct care staff.

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- Responsible for orientation and training of program staff.
- Oversees Residential Managers
- Acts as liaison with funding and regulatory agencies including Developmental Disabilities of Maine and New Hampshire.
- Assists in preparation of annual budget for services Responsible for contract management and compliance for all services reporting to the position.
- Oversees consumer admission, intake, program management, transfer and discharge decisions and procedures.
- Works in collaboration with and supports the Executive Director on various projects and initiatives.
- Assists the Executive Director in matters relating to organizational operations. Acts as back up for the Executive Director in his/her absence.
- Coordinates orients and oversees placements of volunteers and interns.

Program Manager for Employment Services October 2011- August 2013-Great Bay Services

Community Employment Coordinator: Great Bay Services, November 2008- October 2011

Secretary: Leddy Center for the Performing Arts, July 2008- March 2009

Marketing and Communications Intern: Amphenol TCS, October 2007- August 2008

Education

- MBA in Leadership: SNHU, Manchester NH
- Graduate Certificate in Leadership in a Not for Profit: SNHU, Manchester, NH
- Bachelor of Science in Business Administration , Hesser College, Manchester, NH
- Associates Degree in Public Relations, Hesser College, Manchester, NH

Skills and Training

- Constant Contact- Monthly newsletter
- Donor Perfect- Use this for our donor database.
- Attended the CASE Summer Institute in Educational Fundraising
- Microsoft Office- Word, Excel, Publisher, and PowerPoint
- Board of Directors for Epping Community Church

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FREEMAN TOTH

Results-oriented leader with strong background in hiring, training, management and employee development. Exceptional communication and coaching skills. Effectively motivates employees through consistent feedback, positive reinforcement and leading by example.

HIGHLIGHTS

- Employee onboarding, development and retention - New product launches and trainings - Team building - Multi-media training program development - Fluent in "Earn the Right Sales" process -

ACCOMPLISHMENTS

- Successfully managed all functions related to daily operations of a retail organization. Duties include recruiting, interviewing, hiring and onboarding, the development and implementation of training programs and performance management plans that consistently yield positive results.

- Served in multiple leadership roles, working closely with the executive team to establish organizational goals and maintain forward momentum for the company.

- Workforce management and scheduling oversight for multiple locations including over 50 associates and managers.

- Orchestrated regular meetings and trainings focused on sales best practices and exceeding company and individual goals

PROFESSIONAL EXPERIENCE

Community Action Program of Belknap/Merrimack Counties, Inc

Concord, NH Homeless Outreach Worker 2/2019 to Current

As a Homeless Outreach Worker my responsibilities include responding to referrals from NH 2-1-1 Services with the goal of providing advice, services and assistance to people experiencing Homelessness or to those whom are at risk of becoming homeless. A typical day may include Visiting with local shelters, welfare officers, food pantries and homeless resource centers and homeless people in an effort to Ingratiate myself while building rapport and trust with the local homeless population.

Waltham Traders/IM Wireless

Salem, NH District Manager/Trainer 2/2017 to 10/2018

Hire, onboard and manage multiple associates and managers for multiple high-volume locations throughout New England. Developed and implemented company training programs and assisted with the opening of multiple high-profile locations.

GoWireless LLC/INC.

Derry, NH Manager 3/2015 to 1/2017

Directly developed and managed a large team of sales professionals while overseeing daily operations of the location. Served in a critical role during a company acquisition, contributing to a successful transition with minimal operational disruption.

Bedford, NH Sales Manager/Area Manager 02/2002 to 3/2015

Responsibilities included working in conjunction with the executive team to recruit, interview and hire new consultants and managers while successfully managing multiple high-volume locations. Specialized in building rapport with customers; earning their trust and creating lifelong customers.

EDUCATION - Keene State College, Keene, NH

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SUSANNA ALLEN

SKILLS & ABILITIES | I am knowledgeable with various computer programs, including Microsoft Office, HMIS and ART, Advanced Reporting Tool. I maintain a strong attention to detail, which includes organizing case management and running the reports for the Belknap-Merrimack branch.

EXPERIENCE | **HOUSING STABILIZATION COORDINATOR** – COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.
10/2020 – Present

Organize and manage meetings with clients enrolled in the Rapid Rehousing Project. Manage HMIS, run quarterly and yearly reports for the branch, communicate with Fiscal regarding any changes to payments, process and approve applications to specific programs or grants and communicate with ICA. Institute for Community Alliances, about reporting deadlines and procedures.

CREDIT & PAYMENT PROCESSING SPECIALIST- J.JILL GROUP
6/2006 – 10/2020

Communicate with our warehouse to resolve any shipping or packing errors, operate a POS system daily, train associates on standard refunding procedures, maintain the Suspended Order Report, and process refunds and exchanges in our catalog system.

SALES ASSOCIATE - VICTORIA'S SECRET
7/2002 – 10/2011

Sold specific Launch items and credit cards, demonstrated proficiency using the POS system, assisted management with handling money, organized the store in an appealing manner and assisted customers.

EDUCATION | **BUNAC WORK ABROAD** – 2005
Pursued a work program to Edinburgh, Scotland

YORK ST JOHN COLLEGE – Spring 2004
Studied British Literature and Writing in York, England

KEENE STATE COLLEGE – 2001-2005
Obtained a B.A. in English Literature with a minor in Writing

CERTIFICATES | Certified in the use of HMIS, Homeless Maintenance and Information System and ART, Advanced Reporting Tool.

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Owen Westover

Skills

At Home Work Presentation - Building Rapport - Communication - Customer De-escalation - Customer Engagement - Data Privacy - Expectation Setting - Multi-Tasking - Peer Mentoring - Problem Solving - Product Presentation - Public Speaking - Sales - Strategizing - Teamwork - Time Management

Experience

Apple / Operations Specialist
Manchester, New Hampshire

- Learned how to work with digital inventorying systems
- Actively learned how to effectively communicate under pressure
- Accomplished taking partnership in ambiguous situations
- Flexed knowledge from peer feedback
- Trained to quickly and efficiently sift through large amounts of information and items to locate necessary resources

Product Specialist

- Provided a secure environment for customers information
- Customer de-escalation during heightened interactions
- Managed procedural ambiguity calmly and efficiently
- Actively learned from peer and customer feedback
- Flexed both knowledge and positioning skills effectively

AHA Advisor

- Diverse problem solving in an online environment
- Picked up new systems quickly
- Exhibited flexibility in the face of adversity
- Patience navigating customers through an Apple journey that they are not familiar with
- Collaborated with peers in the role to overcome and manage complexities

Education

Celebration High School / Diploma
Celebration, Florida

- Member of the Gay-Straight Alliance
- National Honors Society
- Debate Team

Mascenic Regional High School
New Ipswich, New Hampshire

- Chief Editor of School Newspaper
- Treasurer of the Gay-Straight Alliance
- Chorus and Theater Member
- National Honors Society
- Blood Drive Organizer

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THOMAS RYAN

I work with people with addiction and mental illnesses and find it valuable to pass along my self-experience with hope for a better future.

EXPERIENCE

9/1/2021-PRESENT

HOUSING NAVIGATOR, COMMUNITY ACTION PROGRAM

Help the Homeless find housing through a number of various programs. Outreach clients and help them find sources to better themselves.

6/14/21 – 8/20/21

PEER SUPPORT SPECIALIST, MANCHESTER MENTAL HEALTH

Help clients with mental and addiction problems cope with everyday activities, such as attending AA meetings, doctors' appointments, banking, walks.

2015-6/14/21

CASE MANAGER, MCKENNA HOUSE/SALVATION ARMY

Client Assessments, work with HMIS, Work with clients to structure goals to obtain housing, off community resources to help with transition. Administered medications, drug testing. Most importantly keep the house safe.

EDUCATION

2017-2018

HUMAN SERVICES, NHTI

Took courses to better myself

2016-2018

CRSW,

Took multiple courses throughout the years to obtain my certificate.

SKILLS

- Creativity
- Leadership
- Organization
- Problem Solving
- Lived Experience

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Community Action Program Belknap-Merrimack Counties, Inc.

Department of Health and Human Services
Division of Economic and Housing Stability

Emergency Solutions Grant
RFA-2022-DEHS-01-EMERG-01

KEY PERSONNEL

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Beth Heyward	Director of Strategy and Planning	$79,501.50	10%	$7,950.15
Freeman Toth	Housing Stabilization and Homeless Outreach Manager	$49,588.50	10%	$4,958.85
Susanna Allen	Housing Stabilization Coordinator	$33,150.00	100%	$33,150.00
Owen Westover	Housing Stabilization Homeless Outreach	$35,100.00	50%	$17,550.00
Thomas Ryan	Housing Navigator	$33,150.00	100%	$33,150.00

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Lori A. Shibinette
Commissioner

Karen E. Hebert
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
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June 13, 2022

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 contracts with the Contractors listed below in an amount not to exceed $7,880,593 to provide services to increase the wellbeing and health of New Hampshire citizens by preventing and reducing homelessness and increasing successful placements to permanent housing, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through January 1, 2026. 27% Federal Funds. 73% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Action Program of Belknap and Merrimack County, Inc.	177203	Belknap and Merrimack Counties	$1,506,289
Community Action Partnership of Strafford County	177200	Strafford County	$1,506,289
Easter Seals New Hampshire, Inc.	177204	Statewide	$1,506,289
The Front Door Agency, Inc.	156244	Greater Nashua	$1,506,289
Southwestern Community Services, Inc.	177511	Cheshire and Sullivan Counties	$1,506,289
The Mental Health Center of Greater Manchester, Inc.	177184	Merrimack, Hillsboro and Rockingham Counties	$349,148
		Total:	**$7,880,593**

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Years 2024 through 2026, upon the availability and continued appropriation of funds in the future operating budget, 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.

See attached fiscal details.

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EXPLANATION

The purpose of this request is to increase the wellbeing and health of New Hampshire citizens by preventing and reducing homelessness and increasing successful placements to permanent housing by providing Street Outreach, Rapid Re-Housing, Homelessness Prevention, and Housing Stabilization services throughout the State.

Street Outreach, Rapid Rehousing and Homelessness Prevention Services are funded by the Emergency Solutions Grant (ESG). ESG is a United States Department of Housing and Urban Development (HUD) formula grant program. Eligible recipients are states, metropolitan cities, urban counties and territories that apply through the Consolidated Planning process. As the HUD State Recipient for ESG, the Department must sub-grant all ESG funds to units of local government, private, and/or nonprofit organizations. The Contractors will provide services that include:

- Engaging individuals and families experiencing homelessness;
- Rapidly re-housing individuals and families experiencing homelessness; and
- Preventing families and individuals from becoming homeless.

The Contractors will provide services that include eviction and homelessness prevention for low income families and individuals.

Approximately 2200 individuals will be served annually. The population to be served includes individuals and families who are homeless in accordance with the HUD definition, meaning they lack a fixed, regular, and adequate nighttime residence. This includes places not meant for human habitation, and publicly or privately operated shelters. The population to be served also includes individuals and families at risk of homelessness.

Street Outreach will provide essential services to individuals and families experiencing unsheltered homelessness by connecting them with emergency shelter, housing, employment or critical services, and providing them with urgent, non-facility-based services.

Rapid Rehousing (RRH) will provide housing stability case management and financial assistance to individuals or families who are homeless in accordance with the HUD definition, as described above. This includes places not meant for human habitation, and publicly or privately operated shelters. The goal of RRH is to help households move as quickly as possible into permanent housing, and achieve stability in that housing.

Homelessness Prevention will provide case management and financial assistance to prevent extremely low-income households from becoming homeless. Component services and assistance generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, utility deposits and payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair.

Housing Stabilization will provide case management and financial assistance to prevent low-income households from eviction to remain housed and not becoming homeless. Component services and assistance consist of rental or utilities arrears, storage unit fees, other fees that directly impact housing stability, such as vehicle repairs to maintain employment.

The Contractors will also determine individuals' eligibility for services, in accordance with the eligibility requirements of Emergency Solutions Grant (ESG), including verifying housing status.

The Department will monitor performance of the Contractors by tracking the following outcomes measures for each service category:

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Street Outreach:

- Ninety-five percent (95%) of unsheltered persons enrolled into the Street Outreach project will be provided permanent housing referrals.
- Ninety-five percent (95%) of unsheltered persons enrolled into the Street Outreach project will be provided referrals to ongoing community resources.
- Ten percent (10%) of persons served will move to permanent housing destinations as a result of street outreach services.

Rapid Rehousing

- At least eighty percent (80%) of households served by the program will move into permanent housing in an average of 90 days or less.
- At least eighty percent (80%) of households that exit the rapid re-housing program will exit into permanent housing.
- At least eighty percent (80%) of households that exit a rapid re- housing program to permanent housing will not become homeless again within a year.

Homelessness Prevention and Housing Stabilization

- At least eighty percent (80%) of households served by the program will resolve imminent housing crisis within an average of ninety (90) days or less.
- At least eighty-five percent (85%) of households that exit a Homeless Prevention or Housing Stabilization project will exit into Permanent housing.
- At least eighty percent (80%) of households that exit a Homeless Prevention or Housing Stabilization project into permanent housing will not enter into homelessness within a year.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from November 30, 2021 through December 28, 2021. The Department received six (6) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Provisions Section 3.3 of the attached agreements, the parties have the option to extend the agreements for up to four (4) 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, individuals and families at risk of or currently homeless will not have the housing assistance needed to prevent or end their housing instability and to maintain stable housing in the community.

Source of Federal Funds: Assistance Listing Number Federal Domestic Assistance (CFDA) #14.231, U.S. Department of Health and Human Services, FAIN #E-21-DC-33-0001

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

100% Federal Funds, 0% General Funds, 0% Other Funds (Name of Source)

Community Action Program, BelknapMerrimack Counties Inc — Vendor # 177203

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

Community Action Partnership of Strafford County — Vendor #177200

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

Easter Seals New Hampshire — Vendor #177204

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

The Front Door Agency Inc — Vendor #156244

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

Southwestern Community Services, Inc — Vendor #177511

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

The Mental Health Center of Greater Manchester Inc — Vendor #177184

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

0% Federal Funds, 100% General Funds, 0% Other Funds (Name of Source)

Community Action Program, BelknapMerrimack Counties Inc — Vendor # 177203

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

Community Action Partnership of Strafford County — Vendor #177200

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

Easter Seals New Hampshire — Vendor #177204

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

The Front Door Agency Inc — Vendor #156244

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

Southwestern Community Services, Inc — Vendor #177511

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

Overall Total	$7,880,593

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2022-DEHS-01-EMERG

Project Title Emergency Solutions Grant

	Maximum Points Available	Community Action Partnership of Strafford County	Community Action Program, Belknap Merrimack Counties Inc	Easter Seals	Front Door Agency Inc	Southwestern Community Services	The Mental Health Center of Greater Manchester
Technical							
Ability (Q1)	30	26	9	30	30	25	25
Experience (Q2-4)	40	34	15	40	38	36	35
Capacity (5-6)	30	26	15	28	27	25	25
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
TOTAL POINTS	100	86	39	98	95	86	85

	Reviewer Name	Title
1	Mandy Regan	Program Planning and Review Specialist
2	Michael Bradley	Administrator III
3	Jamie Kelly	Program Planning and Review Specialist
4	Betsy O'Connor	Program Specialist III
5	Robert O'Hannon	Program Specialist IV

FORM NUMBER P-37 (version 12/11/2019)

Subject: Emergency Solutions Grant (RFA-2022-DEHS-01-EMERG-01)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services	1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857
1.3 Contractor Name Community Action Program Belknap and Merrimack Counties Inc.	1.4 Contractor Address 2 Industrial Park Drive Concord, NH, 03301
1.5 Contractor Phone Number (603) 225-3295	1.6 Account Number 05-95-42-423010-79270000
1.7 Completion Date January 1, 2026	1.8 Price Limitation $1,506,289
1.9 Contracting Officer for State Agency Nathan D. White, Director	1.10 State Agency Telephone Number (603) 271-9631
1.11 Contractor Signature DocuSigned by: Jeanne Agri Date: 5/27/2022	1.12 Name and Title of Contractor Signatory Jeanne Agri Chief Executive Officer
1.13 State Agency Signature DocuSigned by: Karen Hebert Date: 5/27/2022	1.14 Name and Title of State Agency Signatory Karen Hebert Division Director
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino	On: 6/1/2022
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:	G&C Meeting Date:

Contractor Initials DS

Date 5/27/2022

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block. 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials DS JA

Date 5/27/2022

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials JM

Date 5/27/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials DS JM

Date 5/27/2022

New Hampshire Department of Health and Human Services
Emergency Solutions Grant

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

      3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

      12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Emergency Solutions Grant

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide services in this agreement to New Hampshire citizens by preventing and reducing homelessness, and increasing successful placements to permanent housing.

1.2. The Contractor shall ensure services are available in Belknap and Merrimack Counties.

1.3. For the purposes of this agreement, all references to days shall mean calendar days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 a.m. to 4:00 p.m., excluding state and federal holidays.

1.5. HUD Definition of Literally Homeless:

1.5.1. Has a primary nighttime residence that is a public or private place not meant for human habitation; or

1.5.2. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

1.5.3. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

1.6. **Scope of Services Applicable to All Services**

1.6.1. The Contractor shall determine eligibility for services, in accordance with the eligibility requirements of Emergency Solutions Grant (ESG), for individuals, including but not limited to:

1.6.1.1. Verifying housing status, including, but not limited to:

1.6.1.1.1. Verification of literal homelessness as defined in Section 1.2.4., and Exhibit B-1, Homeless Definition, Recordkeeping Requirements and Criteria.

1.6.1.1.2. At risk or imminent risk of homelessness.

OK

1.6.2. The Contractor shall ensure documentation is in accordance with HUD's preferred method of verification as noted in 24 CFR 576.500 Recordkeeping and reporting requirements.

1.6.3. The Contractor shall ensure documentation that the household does not have sufficient resources or support networks, including, but not limited to, family, friends, faith-based or other social networks, immediately available to prevent them from becoming or remaining literally homeless as indicated in Exhibit B-2, Homeless Definition, Recordkeeping Requirements and Criteria.

1.6.4. The Contractor shall determine individual and family income eligibility for Rapid Rehousing and Homelessness Prevention services in accordance with U.S. Housing and Urban Development (HUD) regulations for ESG, as specified in 24 CFR 576.

1.6.5. The Contractor shall ensure eligible annual income of the participant includes, but is not limited to:

1.6.5.1. All earned and unearned income from all sources that go to any family member.

1.6.5.2. Annualized current income to determine projected annual income.

1.6.6. The Contractor shall document activities for households who engage in or apply for Street Outreach, Rapid Re-Housing, and/or Homelessness Prevention services according to HUD guidelines, which includes but is not limited to collecting information and documenting:

1.6.6.1. Immediate risks and/or crisis to individuals and families applying for assistance to determine if steps needed to avert physical or psychological danger or threat of immediate housing loss.

1.6.6.2. Basic demographic and contact information, including but not limited to name, age, dependents, other family, current location, contact phone numbers and addresses.

1.6.6.3. Barriers identified by participants that affect housing, which may include, but are not limited to, past due rent, landlord issues, credit history, criminal background, lack of employment, and lack of income.

1.6.6.4. Solutions as defined by participant wants or requests in relation to availability.

1.6.6.5. Additional risks and vulnerabilities for prioritizing purposes, which include, but are not limited to, severe rent burdens, domestic violence, prior incarceration or institutionalization, health or mental health issues, substance abuse, and other specific housing retention barriers.

1.6.7. The Contractor shall ensure sufficient licensed staff to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS).

1.6.8. The Contractor shall ensure staff providing services are trained in and follow NH HMIS policy.

1.6.9. The Contractor shall draft written policies and procedures, subject to BHS approval, for administering the program in compliance with ESG requirements. This includes, but is not limited to:

1.6.9.1. Standard policies and procedures for: coordinated entry referral process, evaluating and re-evaluating program eligibility;

1.6.9.2. Determining and prioritizing provision of assistance;

1.6.9.3. Determining the amount of on-going rental assistance a program participant may receive; administering rental assistance;

1.6.9.4. Adhering to Fair Market Rent when applicable, rent reasonableness, lead-based paint, and lease requirements;

1.6.9.5. Conducting habitability or housing quality standards inspections;

1.6.9.6. Terminating program assistance; and

1.6.9.7. The type, amount and duration of housing stabilization and other services each participant may receive, such as a maximum amount of assistance, maximum number of months a participant receives assistance, or maximum number of times the program participant may receive assistance.

1.6.9.8. Above Sections 1.6.9.2. through 1.6.9.7 are not applicable to Street Outreach.

1.6.10. The Contractor shall participate in annual on-site reviews of the Contractor operations conducted by the Department to ensure compliance with the contractual objectives.

1.6.11. The Department shall annually perform file reviews of the Contractor operations to ensure compliance with applicable federal and state laws.

1.6.12. The Department shall provide training for Contractor staff as needed.

1.6.13. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

1.6.14. Street Outreach Program

1.6.14.1. The Contractor shall conduct street outreach activities, in accordance with 24 CFR Part 576.101 in order to meet the needs

of literally homeless individuals by connecting them with emergency shelter, housing, and/or critical health services.

1.6.14.2. The Contractor shall provide essential services to eligible individuals, which include but are not limited to:

1.6.14.2.1. Client engagement.

1.6.14.2.2. Providing funding to support costs of activities to locate, identify, and build relationships with unsheltered people experiencing homelessness and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to people experiencing homelessness and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs.

1.6.14.3. Case Management: The Contractor shall provide case management services to assess housing service needs, and arrange, coordinate and monitor the delivery of individualized services to meet the needs of the program participant.

1.6.14.3.1. Eligible services and activities are as follows: using the centralized or coordinated assessment system as required under § 576.400(d); conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.

1.6.14.4. Emergency Health Services: The Contractor shall provide direct or referrals for outpatient treatment of medical conditions and must ensure services are provided by licensed medical professionals operating in community- based settings, including but not limited to:

1.6.14.4.1. Streets.

1.6.14.4.2. Parks.

1.6.14.4.3. Other places where unsheltered people experiencing homelessness are living.

1.6.14.5. The Contractor shall provide or refer for treatment including but not limited to:

1.6.14.5.1. Assessing a program participant's health problems and developing a treatment plan;

1.6.14.5.2. Assisting program participants to understand their health needs;

1.6.14.5.3. Providing directly or assisting program participants to obtain appropriate emergency medical treatment; and

1.6.14.5.4. Providing medication and follow- up services.

1.6.14.6. The Contractor shall ensure funding is used only for these services to the extent that other appropriate health services are inaccessible or unavailable within the area.

1.6.14.7. Emergency Mental Health Services: The Contractor shall provide direct or referrals for therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances.

1.6.14.8. The Contractor shall provide direct or referrals for outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living.

1.6.14.9. The Contractor shall provide or refer for crisis interventions, the prescription of psychotropic medications, explanation about the use and management of medications, and combinations of therapeutic approaches to address multiple problems.

1.6.14.10. Transportation: The Contractor shall provide transportation costs of travel by outreach workers, social workers, medical

professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible. These costs include the following:

1.6.14.10.1. The cost of a program participant's travel on public transportation;

1.6.14.10.2. If service workers use their own vehicles, mileage allowance for service workers to visit program participants;

1.6.14.10.3. The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

1.6.14.11. Coordination of Efforts: To demonstrate area-wide systems coordination and integration of ESG assistance as described in the requirements listed at 24 CFR 576.400, the Contractor shall:

1.6.14.11.1. Participate in their region's Coordinated Entry System's intake, screening, and assessment process;

1.6.14.11.2. Ensure a direct connection with the local/regional Coordinated Entry Leadership Group within their respective region/locality;

1.6.14.11.3. Work together with the Coordinated Entry Leadership Group to determine gaps in existing street outreach teams within the CES region;

1.6.14.11.4. Ensure a direct connection with existing Street Outreach Programs to promote coordination and avoid duplication of efforts; and

1.6.14.11.5. Attend regional Continuum of Care meetings and coordinate with Local Service Delivery Area groups.

1.6.15. Rapid Re-Housing Program

1.6.15.1. The Contractor shall conduct Rapid Re-Housing activities, which provides housing placement and stabilization services as necessary to assist the literally homeless in shelters or in places not meant for human habitation to move as quickly as possible out of homelessness and in to permanent housing. The Contractor shall provide program participants with time-limited housing supports and strategies with the ultimate goal of housing

stability in accordance with 24 CFR Part 576.104 in order to move individuals experiencing homelessness to permanent housing.

1.6.15.2. Eligibility: The Contractor shall reassess income eligibility for individuals and families every twelve (12) months.

1.6.15.3. Rental Assistance: The Contractor shall provide short-and/or medium-term rental assistance services, which include but are not limited:

1.6.15.3.1. Short-term rental assistance.

1.6.15.3.2. Medium-term rental assistance.

1.6.15.3.3. Assistance with rental arrearages.

1.6.15.4. Tenant-Based Rental Assistance (TBRA): The Contractor shall provide TBRA, which includes but is not limited to:

1.6.15.4.1. Rental assistance for no more than a twenty- four (24) month period over a thirty-six (36) month period. The Contractor shall:

1.6.15.4.1.1. Enter into a rental assistance agreement with the owner or landlord on behalf of the program participant, ensuring that the Contractor receives a copy of all general notices, complaints, and notices of eviction from the landlord or owner.

1.6.15.4.1.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.

1.6.15.4.1.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.

1.6.15.4.1.4. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.

1.6.15.4.1.5. Ensure that rental assistance does not exceed the Fair Market Rent

established by HUD, as provided under 24 CFR Part 888.

1.6.15.4.1.6. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.

1.6.15.5. Housing Relocation and Stabilization Services: The Contractor shall provide housing relocation and stabilization services, in accordance with 24 CFR Part 576.104. The Contractor shall:

1.6.15.5.1. Provide financial assistance that may include, but is not limited to:

1.6.15.5.1.1. Rental application fees. Security deposits.

1.6.15.5.1.2. Last month's rent.

1.6.15.5.1.3. Utility deposits.

1.6.15.5.1.4. Utility payments.

1.6.15.5.1.5. Moving costs.

1.6.15.5.2. Provide services, or pay for costs of services provided. Eligible services costs must comply with all HUD regulations in 24 CFR 576.105, which include, but are not limited to:

1.6.15.5.2.1. Housing search and placement services.

1.6.15.5.2.2. Housing stability case management.

1.6.15.5.2.3. Mediation services.

1.6.15.5.2.4. Legal services.

1.6.15.5.2.5. Credit repair services.

1.6.15.6. The Contractor shall provide on-going housing stability case management for six (6) months after rental assistance has ended.

1.6.15.7. The Contractor shall ensure clients have access to educational activities that will assist clients with obtaining housing that they will be able to sustain once the financial assistance ends,

including but not limited to budgeting education; job search and interview skills training; and resume writing training.

1.6.15.8. The Contractor shall refer eligible individuals to community based services that will assist with addressing barriers to housing, as appropriate, using the local coordinated entry system.

1.6.15.9. The Contractor shall develop and submit an action plan to the Department for achieving housing stability, including assessment of housing for compliance with 24 CFR 576.105 housing relocation and stabilization services.

1.6.15.10. The Contractor shall conduct an inspection for each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards.

1.6.15.11. The Contractor shall ensure:

1.6.15.11.1. Occupied housing meets State and local housing requirements including, but not limited to, compliance with:

1.6.15.11.2. All applicable state and local housing codes. Licensing requirements.

1.6.15.11.3. All requirements regarding the condition of the structure.

1.6.15.11.4. All requirements regarding the operation of housing or services.

1.6.15.12. The Contractor shall ensure occupied housing meets the Lead-Based Paint Poisoning Prevention and Disclosure Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851- 4856), and implementing regulations in CFR part 35, subparts A, B, K, M, and R.

1.6.16. Homelessness Prevention Program

1.6.16.1. The Contractor shall conduct Homelessness Prevention activities that include providing housing relocation and stabilization services, and financial assistance as necessary in accordance with 24 CFR Part 576.103, in order to prevent individuals and families from moving into an emergency shelter or living in a public or private place not meant for humans.

1.6.16.2. The Contractor shall provide program participants at risk, or at imminent risk of homelessness with time-limited housing supports and strategies with the ultimate goal of housing stability.in accordance with 24 CFR Part 576.104.

1.6.16.3. Eligibility

1.6.16.3.1. *Screening and Targeting Tool:* The Contractor shall document eligibility using a standardized homelessness prevention screening form, provided by BHS. The purpose of the screening tool is to target ESG Homelessness Prevention resources to those who are most at-risk of becoming homeless. Furthermore, the eligibility criteria and targeting threshold score serve as a tool for prioritizing households eligible for homelessness prevention services when capacity for providing such is limited and also supports the Contractor in determining the intensity of homelessness prevention services that an eligible household may receive.

1.6.16.3.2. During intake, the Contractor shall document annual household income below 30 percent of median family income for the area, as determined by HUD.

1.6.16.3.3. The Contractor shall reassess income eligibility for individuals and families every three (3) months of program participation.

1.6.16.4. Eligible Activities

1.6.16.4.1. Rental Assistance: The Contractor shall provide short-and/or medium-term rental assistance services, which include but are not limited:

1.6.16.4.1.1. Short-term rental assistance.

1.6.16.4.1.2. Medium-term rental assistance.

1.6.16.4.1.3. Assistance with rental arrearages.

1.6.16.5. Tenant-Based Rental Assistance (TBRA): The Contractor shall provide TBRA, which includes but is not limited to:

1.6.16.5.1. Rental assistance for no more than twenty-four (24) months over a thirty-six (36) month period. The Contractor must:

1.6.16.5.1.1. Enter into a rental assistance agreement with the owner or landlord on behalf of the program participant, ensuring that the Contractor receives a copy of all general notices, complaints, and notices of eviction from the landlord or owner.

1.6.16.5.1.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.

1.6.16.5.1.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.

1.6.16.5.1.4. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.

1.6.16.5.1.5. Ensure that rental assistance does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR Part 888.

1.6.16.6. Housing Relocation and Stabilization Services: The Contractor shall provide housing relocation and stabilization services, in accordance with 24 CFR Part 576.103. The Contractor shall:

1.6.16.6.1. Provide financial assistance that may include, but are not limited to:

1.6.16.6.1.1. Rental application fees.

1.6.16.6.1.2. Security deposits.

1.6.16.6.1.3. Last month's rent.

1.6.16.6.1.4. Utility deposits.

1.6.16.6.1.5. Utility payments.

1.6.16.6.1.6. Moving costs.

1.6.16.6.2. Provide services, or pay for costs for services provided, that may include, but are not limited to:

1.6.16.6.2.1. Housing search and placement services.

1.6.16.6.2.2. Housing stability case management.

1.6.16.6.2.3. Mediation services.

1.6.16.6.2.4. Legal services.

1.6.16.6.2.5. Credit repair services.

1.6.16.7. The Contractor shall make available on-going housing stability case management for six (6) months after rental assistance has ended.

1.6.16.8. The Contractor shall ensure clients have access to educational activities that will assist clients with obtaining housing that they will be able to sustain once the financial assistance ends, including but not limited to budgeting education; job search and interview skills training; and resume writing training.

1.6.16.9. The Contractor shall refer eligible individuals to community based services that will assist with addressing barriers to housing, as appropriate, using the local coordinated entry system.

1.6.16.10. The Contractor shall develop an action plan for achieving housing stability, including assessment of housing for compliance with 24 CFR 576.105 housing relocation and stabilization services.

1.6.16.11. The Contractor shall conduct an inspection for each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards. Additionally, the Contractor shall ensure:

1.6.16.11.1. Occupied housing meets state and local housing requirements including, but not limited to, compliance with:

1.6.16.11.2. All applicable state and local housing codes. Licensing requirements.

1.6.16.11.3. All requirements regarding the condition of the structure.

1.6.16.11.4. All requirements regarding the operation of housing or services.

1.6.16.12. The Contractor shall ensure occupied housing meets the Lead-Based Paint Poisoning Prevention and Disclosure Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851- 4856), and implementing regulations in CFR part 35, subparts A, B, K, M, and R.

1.6.17. Housing Stabilization

1.6.17.1. The Contractor shall determine eligibility, including completing a housing assessment, to ensure that households receiving housing stabilization assistance will reside in safe, sanitary housing that meets state and local housing codes.

1.6.17.2. The Contractor shall disburse funds or equivalent vouchers to landlords.

1.6.17.3. The Contractor shall assist eligible individuals with creating budgets that will assist with maintaining housing.

1.6.17.4. The Contractor shall refer eligible individuals to community-based services that will assist with addressing barriers to housing, as appropriate.

1.6.17.5. The Contractor shall provide supportive services, financial assistance, or activities necessary to prevent individuals or families from being evicted and entering into homelessness, with the goal of retaining suitable permanent housing. The Contractor shall:

1.6.17.5.1. Provide funding for first month's rent and/or security deposit as needed;

1.6.17.5.2. Provide financial assistance to mitigate the primary reason for a tenant's pending eviction, which may include but is not limited to making payments for back rent or back utilities;

1.6.17.5.3. Provide financial assistance for short-term storage rental in the event of eviction, not to exceed six (6) months;

1.6.17.5.4. Provide one-time financial assistance that directly impacts a household's ability to avoid eviction,;

1.6.17.5.5. Facilitate landlord mediation and negotiation;

1.6.17.5.6. Assist individuals and families with connecting with legal services related to eviction proceedings;

1.6.17.5.7. Assist individuals and families with understanding leases;

1.6.17.5.8. Assist individuals and families with obtaining utility services;

1.6.17.5.9. Provide tenant counseling;

1.6.17.5.10. Provide information about and referrals to other providers;

1.6.17.5.11. Develop individualized housing and service plans that include planning a path to permanent housing stability;

1.6.17.5.12. Use the centralized or coordinated assessment system for housing prioritization;

1.6.17.5.13. Provide support through case management of those served once housed for continued success;

1.6.17.5.14. Provide ongoing risk assessment and safety planning for victims of domestic violence (DV), dating violence, sexual assault, and stalking in collaboration with DV Service Providers; and

1.6.17.5.15. Assist individuals and families with obtaining federal, state, and local benefits to obtain and maintain housing, which may include but is not limited to:

1.6.17.5.15.1. Childcare services.

1.6.17.5.15.2. Employmentand education resources.

1.6.17.5.15.3. Healthcare and mental health services.

1.6.17.5.15.4. Services for substance use disorder (SUD).

1.6.17.5.15.5. Life skills training.

1.6.17.5.15.6. Veteran services.

1.6.17.6. The Contractor shall enter client level data into the New Hampshire Homeless Management Information System (NH HMIS) and comply with all training and licensing requirements. Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. The Contractorshall comply with all privacy and security requirements set by the Department.

1.6.18. Coordination of Efforts for Rapid Rehousing and Homeless Prevention: To demonstrate area wide systems coordination and integration of ESG assistance as described in the requirements listed at 24 CFR 576.400, the Contractor shall:

1.6.18.1. Participate in their region's Coordinated Entry System to receive prioritized referrals for Homelessness Prevention and Rapid Rehousing;

1.6.18.2. Ensure a direct connection with the local/regional Coordinated Entry Leadership Group within their respective region/locality;

1.6.18.3. Ensure a direct connection with existing Rapid Rehousing and Homelessness Prevention Programs to promote coordination, leverage resources and avoid duplication of efforts; and

1.6.18.4. Attend regional Continuum of Care meetings and coordinate with Local Service Delivery Area groups.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

3.1. The Contractor shall submit an annual report to the Department within thirty (30) days following the end of the calendar year, to improve the administration of the program, and to report performance data to HUD. Data is subject to change as required by HUD. Reports include, but are not limited to:

3.1.1. ESG CAPER: Consolidated Annual Performance and Evaluation

Report (CAPER). Data collection for the ESG portion of the CAPER is aligned with the most recent version of the HMIS Data Standards.

3.1.2. Housing Inventory Count (HIC): The Housing Inventory Count collects information about all of the beds and units in each Continuum of Care homeless system.

3.1.3. Point-In-Time (PIT) Count: The Point-in-Time Count provides a count of sheltered and unsheltered homeless persons from either the last biennial count or a more recent annual count. Counts are based on:

3.1.3.1. Number of persons in households without children;

3.1.3.2. Number of persons in households with at least one adult and one child

3.1.3.3. Number of persons in households with only children.

3.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

4. Performance Measures

4.1. The Department shall monitor performance of the Contractor by establishing and tracking outcomes measures in the following categories:

4.1.1. Street Outreach:

4.1.1.1. Ninety-five percent (95%) of unsheltered persons enrolled into the Street Outreach project will be provided permanent housing referrals.

4.1.1.2. Ninety-five percent (95%) of unsheltered persons enrolled into the Street Outreach project will be provided referrals to ongoing community resources.

4.1.1.3. Ten percent (10%) of persons served will move to permanent housing destinations as a result of street outreach services.

4.1.2. Rapid Rehousing:

4.1.2.1. At least eighty percent (80%) of households served by the program will move into permanent housing in an average of 90 days or less.

4.1.2.2. At least eighty percent (80%) of households that exit the rapid re-housing program will exit into permanent housing.

4.1.2.3. At least eighty percent (80%) percent of households that exit a rapid re- housing program to permanent housing will not become homeless again within a year.

4.1.3. Homelessness Prevention and Housing Stabilization:

4.1.3.1. At least eighty percent (80%) of households served by the program will resolve imminent housing crisis within an average of ninety (90) days or less.

4.1.3.2. At least eighty-five percent (85%) of households that exit a Homeless Prevention or Housing Stabilization project will exit into Permanent housing.

4.1.3.3. At least eighty percent (80%) of households that exit a Homeless Prevention or Housing Stabilization project into permanent housing will not enter into homelessness within a year.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

5.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

5.3. Credits and Copyright Ownership

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New

Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

5.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

5.5. Eligibility Determinations

5.5.1. Eligibility determinations shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

5.5.2. Eligibility determinations shall be made on forms provided by the

Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

5.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and

records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Emergency Solutions Grant

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 27%, Emergency Solutions Grants Program, as awarded on August 6, 2021, by the US Department of Housing and Urban Development, CFDA 14.231, FAIN# E-21-DC-33-0001.
   1.2. 73% General funds.

2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a Sub-Recipient, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-5, Budget.

4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to 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

6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, 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.

12. Audits

12.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if **any** of the following conditions exist:

12.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

12.4. In addition to, and not in any way in limitation of obligations of the Agreementt, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1, SFY 2022 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Community Action Program Belknap-Merrimack Counties, Inc.

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 13,235.00	$ 2,440.00	$ 15,675.00	$ -	$ 2,440.00	$ 2,440.00	$ 13,235.00	$ -	$ 13,235.00
2. Employee Benefits	$ 3,870.00	$ 711.00	$ 4,581.00	$ -	$ 711.00	$ 711.00	$ 3,870.00	$ -	$ 3,870.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ 400.00	$ 400.00	$ -	$ 400.00	$ 400.00	$ -	$ -	$ -
Purchase/Depreciation	$ 800.00	$ -	$ 800.00	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 150.00	$ 75.00	$ 225.00	$ 150.00	$ 75.00	$ 225.00	$ -	$ -	$ -
6. Travel	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00	$ -	$ 250.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 150.00	$ 150.00	$ -	$ 150.00	$ 150.00	$ -	$ -	$ -
Insurance	$ -	$ 150.00	$ 150.00	$ -	$ 150.00	$ 150.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Street Outreach	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -	$ 1,250.00	$ -	$ 1,250.00
Rapid-Rehousing	$ 21,330.00	$ -	$ 21,330.00	$ 4,266.00	$ -	$ 4,266.00	$ 17,064.00	$ -	$ 17,064.00
Homeless Prevention	$ 9,844.00	$ -	$ 9,844.00	$ 1,969.00	$ -	$ 1,969.00	$ 7,875.00	$ -	$ 7,875.00
Housing Stabilization	$ 300,000.00	$ -	$ 300,000.00	$ -	$ -	$ -	$ 300,000.00	$ -	$ 300,000.00
TOTAL	$ 350,629.00	$ 3,926.00	$ 354,555.00	$ 7,185.00	$ 3,926.00	$ 10,911.00	$ 343,444.00	$ -	$ 343,444.00

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Contractor Initials

Date 5/27/2022

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Exhibit C-2, SFY 2023 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Community Action Program Belknap-Merrimack Counties, Inc.

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2022 - June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 28,471.00	$ 4,880.00	$ 33,351.00	$ -	$ 4,880.00	$ 4,880.00	$ 28,471.00	$ -	$ 28,471.00
2. Employee Benefits	$ 7,841.00	$ 1,422.00	$ 9,263.00	$ -	$ 1,422.00	$ 1,422.00	$ 7,841.00	$ -	$ 7,841.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ 800.00	$ 800.00	$ -	$ 800.00	$ 800.00	$ -	$ -	$ -
Purchase/Depreciation	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 300.00	$ 150.00	$ 450.00	$ 300.00	$ 150.00	$ 450.00	$ -	$ -	$ -
6. Travel	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 300.00	$ 300.00	$ -	$ 300.00	$ 300.00	$ -	$ -	$ -
Insurance	$ -	$ 300.00	$ 300.00	$ -	$ 300.00	$ 300.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Street Outreach	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00	$ -	$ 2,500.00
Rapid-Rehousing	$ 42,657.00	$ -	$ 42,657.00	$ 8,532.00	$ -	$ 8,532.00	$ 34,125.00	$ -	$ 34,125.00
Homeless Prevention	$ 19,688.00	$ -	$ 19,688.00	$ 3,938.00	$ -	$ 3,938.00	$ 15,750.00	$ -	$ 15,750.00
Housing Stabilization	$ 214,285.00	$ -	$ 214,285.00	$ -	$ -	$ -	$ 214,285.00	$ -	$ 214,285.00
TOTAL	$ 318,542.00	$ 7,852.00	$ 326,394.00	$ 13,970.00	$ 7,852.00	$ 21,822.00	$ 301,572.00	$ -	$ 301,572.00
Indirect As A Percent of Direct		2.5%							

Contractor Initials DS

Date 5/27/2022

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Exhibit C-3, SFY 2024 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Community Action Program Belknap-Merrimack Counties, Inc.

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2023 - June 30, 2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 26,471.00	$ 4,880.00	$ 31,351.00	$ -	$ 4,880.00	$ 4,880.00	$ 26,471.00	$ -	$ 26,471.00
2. Employee Benefits	$ 7,941.00	$ 1,422.00	$ 9,363.00	$ -	$ 1,422.00	$ 1,422.00	$ 7,941.00	$ -	$ 7,941.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ 800.00	$ 800.00	$ -	$ 800.00	$ 800.00	$ -	$ -	$ -
Purchase/Depreciation	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 300.00	$ 150.00	$ 450.00	$ 300.00	$ 150.00	$ 450.00	$ -	$ -	$ -
6. Travel	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 300.00	$ 300.00	$ -	$ 300.00	$ 300.00	$ -	$ -	$ -
Insurance	$ -	$ 300.00	$ 300.00	$ -	$ 300.00	$ 300.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Street Outreach	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00	$ -	$ 2,500.00
Rapid-Rehousing	$ 42,657.00	$ -	$ 42,657.00	$ 8,532.00	$ -	$ 8,532.00	$ 34,125.00	$ -	$ 34,125.00
Homeless Prevention	$ 19,688.00	$ -	$ 19,688.00	$ 3,938.00	$ -	$ 3,938.00	$ 15,750.00	$ -	$ 15,750.00
Housing Stabilization	$ 214,285.00	$ -	$ 214,285.00	$ -	$ -	$ -	$ 214,285.00	$ -	$ 214,285.00
TOTAL	$ 315,542.00	$ 7,852.00	$ 323,394.00	$ 13,970.00	$ 7,852.00	$ 21,822.00	$ 301,572.00	$ -	$ 301,572.00
Indirect As A Percent of Direct		2.5%							

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Contractor Initials

Date 5/22/2022

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New Hampshire Department of Health and Human Services

Contractor Name: Community Action Program Belknap-Merrimack Counties, Inc.

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2024 - June 30, 2025

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 26,471.00	$ 4,880.00	$ 31,351.00	$ -	$ 4,880.00	$ 4,880.00	$ 26,471.00	$ -	$ 26,471.00
2. Employee Benefits	$ 7,941.00	$ 1,422.00	$ 9,363.00	$ -	$ 1,422.00	$ 1,422.00	$ 7,941.00	$ -	$ 7,941.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ 800.00	$ 800.00	$ -	$ 800.00	$ 800.00	$ -	$ -	$ -
Purchase/Depreciation	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 300.00	$ 150.00	$ 450.00	$ 300.00	$ 150.00	$ 450.00	$ -	$ -	$ -
6. Travel	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 300.00	$ 300.00	$ -	$ 300.00	$ 300.00	$ -	$ -	$ -
Insurance	$ -	$ 300.00	$ 300.00	$ -	$ 300.00	$ 300.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Street Outreach	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00	$ -	$ 2,500.00
Rapid-Rehousing	$ 42,657.00	$ -	$ 42,657.00	$ 8,532.00	$ -	$ 8,532.00	$ 34,125.00	$ -	$ 34,125.00
Homeless Prevention	$ 19,688.00	$ -	$ 19,688.00	$ 3,938.00	$ -	$ 3,938.00	$ 15,750.00	$ -	$ 15,750.00
Housing Stabilization	$ 214,285.00	$ -	$ 214,285.00	$ -	$ -	$ -	$ 214,285.00	$ -	$ 214,285.00
TOTAL	$ 315,542.00	$ 7,852.00	$ 323,394.00	$ 13,970.00	$ 7,852.00	$ 21,822.00	$ 301,572.00	$ -	$ 301,572.00
Indirect As A Percent of Direct		2.5%							

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Exhibit C-5, SFY 2026 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Community Action Program Belknap-Merrimack Counties, Inc.

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2025 - January 1, 2026

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 13,235.00	$ 2,440.00	$ 15,675.00	$ -	$ 2,440.00	$ 2,440.00	$ 13,235.00	$ -	$ 13,235.00
2. Employee Benefits	$ 3,970.00	$ 711.00	$ 4,681.00	$ -	$ 711.00	$ 711.00	$ 3,970.00	$ -	$ 3,970.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ 400.00	$ 400.00	$ -	$ 400.00	$ 400.00	$ -	$ -	$ -
Purchase/Depreciation	$ 600.00	$ -	$ 600.00	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 150.00	$ 75.00	$ 225.00	$ 150.00	$ 75.00	$ 225.00	$ -	$ -	$ -
6. Travel	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00	$ -	$ 250.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 150.00	$ 150.00	$ -	$ 150.00	$ 150.00	$ -	$ -	$ -
Insurance	$ -	$ 150.00	$ 150.00	$ -	$ 150.00	$ 150.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Street Outreach	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -	$ 1,250.00	$ -	$ 1,250.00
Rapid-Rehousing	$ 21,330.00	$ -	$ 21,330.00	$ 4,266.00	$ -	$ 4,266.00	$ 17,064.00	$ -	$ 17,064.00
Homeless Prevention	$ 9,844.00	$ -	$ 9,844.00	$ 1,969.00	$ -	$ 1,969.00	$ 7,875.00	$ -	$ 7,875.00
Housing Stabilization	$ 214,285.00	$ -	$ 214,285.00	$ -	$ -	$ -	$ 214,285.00	$ -	$ 214,285.00
TOTAL	$ 264,914.00	$ 3,926.00	$ 268,840.00	$ 6,985.00	$ 3,926.00	$ 10,911.00	$ 257,929.00	$ -	$ 257,929.00
Indirect As A Percent of Direct		1.5%							

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Date 5/27/2022

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials DS

Date 5/27/2022

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Community Action Program Belknap-Merrimack Coun

5/27/2022
Date

DocuSigned by:
Jeanne Agri
Name: Jeanne Agri
Title: Chief Executive Officer

DocuSign Envelope ID: 59C4C3D6-0DED-4C45-8985-B26131920122

DocuSign Envelope ID: 65159C83-AC86-49E6-9A76-D127EAB3D2B0

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Community Action Program Belknap-Merrimack Cour

5/27/2022
Date

DocuSigned by:
Jeanne Agri
Name: Jeanne Agri
Title: Chief Executive Officer

DocuSign Envelope ID: 59C4C3D6-0DED-4C45-8985-B26131920122

DocuSign Envelope ID: 65159C83-AC86-49E6-9A76-D127EAB3D2B0

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS

Date 5/27/2022

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Community Action Program Belknap-Merrimack C

5/27/2022
Date

DocuSigned by:
Jeanne Agri
Name: Jeanne Agri
Title: Chief Executive Officer

Contractor Initials DS

Date 5/27/2022

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CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Community Action Program Belknap-Merrimack C

5/27/2022
Date

DocuSigned by:
Jeanne Agri
Name: Jeanne Agri
Title: Chief Executive Officer

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DocuSign Envelope ID: 65159C83-AC86-49E6-9A76-D127EAB3D2B0

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Community Action Program Belknap-Merrimack C

5/27/2022
Date

DocuSigned by:
Jeanne Agri
Name: Jeanne Agri
Title: Chief Executive Officer

DocuSign Envelope ID: 59C4C3D6-0DED-4C45-8985-B26131920122

DocuSign Envelope ID: 65159C83-AC86-49E6-9A76-D127EAB3D2B0

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Community Action Program Belknap-Merrimack Counties, Inc.
The State	Name of the Contractor
Karen Hebert	Jeanne Agri
Signature of Authorized Representative	Signature of Authorized Representative
Karen Hebert	Jeanne Agri
Name of Authorized Representative	Name of Authorized Representative
Division Director	Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
5/27/2022	5/27/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Community Action Program Belknap-Merrimack C

5/27/2022
Date

DocuSigned by:
Jeanne Agri
Name: Jeanne Agri
Title: Chief Executive Officer

DS
Contractor Initials
5/27/2022
Date

DocuSign Envelope ID: 59C4C3D6-0DED-4C45-8985-B26131920122

DocuSign Envelope ID: 65159C83-AC86-49E6-9A76-D127EAB3D2B0

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 5-27-2022

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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DocuSign Envelope ID: 65159C83-AC86-49E6-9A76-D127EAB3D2B0

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials DS

Date 5/27/2022

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Emergency Solutions Grant contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Action Partnership of Strafford County ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #56), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection, 1.1, Paragraph 3, Subparagraph 3.3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

2. Modify Exhibit B, Scope of Services, Section 1.6., Scope of Services Applicable to all Services, Subsection 1.6.17., Housing Stabilization, to read:

   1.6.17. Housing Stabilization

   1.6.17.1. The Contractor shall conduct Housing Stabilization activities that include providing housing stability case management, and financial assistance as necessary in order to prevent evictions, homelessness or resolve other housing instability conditions that could lead to unsheltered homelessness. The Contractor shall provide program participants at risk of homelessness, or who otherwise meet one of the conditions of housing instability with housing supports and strategies with the ultimate goal of housing stability.

   1.6.17.2. Eligibility

   1.6.17.2.1. The Contractor shall assess eligibility for program participants verification of housing crisis, including but not limited to: a notice of arrears or balance overdue, court summons, notice to quit, notice of eviction, documentation of housing which does not meet minimum standards and local minimum requirements for use and occupancy (including NH RSA:48-A:14), presence of mold or lead paint hazards, utilities not in service/no heat, city or town notice of code violation(s), overcrowded (more than two persons per bedroom), letter from host temporarily staying with friends or relatives or documentation demonstrating the households is at risk of unsheltered homelessness following the end of the emergency COVID-19 federal public health assistance.

   1.6.17.2.2. Individuals and families must have an annual income below 80 percent of median family income for the area, as determined by HUD.

1.6.17.2.3. The Contractor shall reassess income eligibility for individuals and families every twelve (12) months.

1.6.17.3. Eligible Activities

1.6.17.3.1. Temporary financial assistance payments made on behalf of program participants to help the participant remain in permanent housing or obtain permanent housing. Temporary financial assistance must be reasonable and must be provided as part of a plan to address the participant's future ability to pay their own expenses. All financial assistance provide must be to third party and not to participants directly. Financial Assistance includes:

1.6.17.3.1.1. Security/ Utility Deposit Assistance:

1.6.17.3.1.1.1. Deposit payment assistance includes the payment of security or utility deposits to help the participant obtain permanent housing

1.6.17.3.1.1.2. Deposit payment assistance may be provided on behalf of eligible participants. This assistance does not count towards the monthly assistance restrictions for both rent and allowable utilities.

1.6.17.4. Rental Assistance: The Contractor shall provide rental assistance services, mobile home lot rent when the participant owns or rents the mobile home; and penalties or fees to help a participant remain in or obtain permanent housing which include but are not limited to:

1.6.17.4.1. Assistance with rental arrearages.

1.6.17.4.2. Tenant based rental assistance, which includes but is not limited to:

1.6.17.4.2.1. Rental Assistance for no more than twenty-four (24) months over a thirty-six (36) month period. The Contractor shall:

1.6.17.4.2.1.1. Enter into a rental assistance agreement with the owner or landlord on behalf of the program participant, ensuring that the Contractor receives a copy of all general notices, complaints, and notices of eviction from the landlord or owner.

1.6.17.4.2.1.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.DS

1.6.17.4.2.1.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.

1.6.17.4.2.1.4. Ensure rental units comply with rent reasonableness.

1.6.17.5. Childcare Services: The Contractor shall provide childcare fees and services, which include but are not limited to:

1.6.17.5.1. Payments on behalf of a participant to an "eligible child care provider" providing childcare services.

1.6.17.5.1.1. An "eligible child care provider" is a provider of childcare services for compensation, including a provider of care for a school-age child during non-school hours (day camps and overnight, residential camps), that:

1.6.17.5.1.1.1. Is licensed, regulated, registered, or otherwise legally operating under state and local law.

1.6.17.5.2. Payments are only eligible if the assistance will improve a participant's housing stability.

1.6.17.6. Transportation Services: The Contractor shall provide transportation assistance to participants if the assistance will improve a participant's housing stability. Eligible costs include but are not limited to:

1.6.17.6.1. Vehicle repair or maintenance assistance on behalf of a participant. Maximum $2000 annually.

1.6.17.6.2. For participants with their own vehicle, contractors may provide gas cards to assist with housing stability.

1.6.17.6.3. Public Transportation expenses, including bus passes, taxi or ride share costs.

1.6.17.7. Utility Payment Assistance: The Contractor shall provide utility payment assistance, which includes but is not limited to:

1.6.17.7.1. The payment of utility costs (i.e. heat, electricity, water, sewer and garbage collection) to help the participant obtain or retain permanent housing. Payment must be made by the sub-recipient directly to a utility company. Participant, legal representative or a member of the household must have an account in his/her name with a utility company or proof of responsibility to make payments.

1.6.17.7.2. The payment of utility arrears.

1.6.17.8. Moving Costs: The Contractor shall provide moving costs assistance. Moving costs payment assistance includes costs necessary to help the participant obtain safe permanent housing, including but not limited to the following:

1.6.17.8.1. Reasonable costs such as truck rental or hiring a moving company.

1.6.17.8.2. Short-term storage fees for a maximum of 6 months.

1.6.17.9. Landlord incentives: The Contractor shall provide costs of paying for landlord incentives as reasonable and necessary to obtain housing for individuals and families experiencing homelessness at risk of homelessness or who otherwise meet conditions of housing instability.

1.6.17.9.1. The Contractor shall offer landlord incentives that include:

1.6.17.9.1.1. Signing bonuses equal to up to 2 months of rent;

1.6.17.9.1.2. Security deposits equal to up to 3 months of rent;

1.6.17.9.1.3. Paying the cost to repair damages caused by the program participant not covered by the security deposit or that are occurred while the program participant is still residing in the unit; and,

1.6.17.9.1.4. Paying the costs of extra cleaning or maintenance.

1.6.17.10. General Housing Stability Assistance: The Contractor shall provide provision of goods or payment of expenses not included in other Housing Stabilization categories but which are directly related to supporting a participant's housing stability. All such expenses must relate to a participant's ability to gain or keep employment or permanent housing. Such assistance is offered only when it is not available through existing mainstream resources or as emergency assistance while mainstream resources are pending. This assistance must be paid directly to a third party.

1.6.17.10.1. Expenses Associated With Gaining Or Keeping Education Or Employment

1.6.17.10.1.1. Eligible items include but are not limited to:

1.6.17.10.1.1.1. Uniforms, tools, driver's license/state identification fees, license/certification costs required for employment, documentation acquisition fees such as for Social Security Number or birth certificate, school supply costs (where other funding is not available), document court filing fees, costs of internet for remote learning or employment, the costs of cell phone and cell phone minutes, and short term training leading to employment, where other funding is not available.

1.6.17.10.2. Expenses Associated With Moving Into Permanent Housing

1.6.17.10.2.1. Eligible items include but are not limited to:

1.6.17.10.2.1.1. Bed delivery costs, bed frames, conventional mattresses, air mattresses, box springs, bedding (sheets, pillowcases, and pillows), basic kitchen utensils, and cleaning supplies.

1.6.17.10.3. Expenses Necessary For Securing And Maintaining Appropriate Permanent Housing

1.6.17.10.3.1. Eligible items include but are not limited to:

1.6.17.10.3.1.1. Fees for rental applications, background checks, housing inspections, credit score checks, credit counseling, criminal background checks, tenancy screening reports, financial literacy class, document court filing fees, and documentation acquisition such as for Social Security Number or birth certificates. Items necessary for life or safety provided on a temporary basis to address an emergency. Eligible items include but are not limited to: food, baby formula, diapers, and winter clothing.

1.6.17.11. Emergency Housing Assistance: The Contractor shall provide short-term emergency housing assistance to eligible participants. The goal of emergency housing assistance is to ensure household safety in the case where maintaining permanent housing is not an option AND shelter beds, transitional housing, or other resources are not available AND subsequent rental housing is not immediately available for move-in by the participant.

1.6.17.11.1. Funds can be used to pay for cleaning of hotel and motel rooms used by program participants as well as to repair damages caused by program participants above normal wear and tear of the room.

1.6.17.11.2. The Contractor shall provide assistance to short-term commercial residences such as hotels only- private residences are not eligible, nor are agencies already funded to provide emergency shelter.

1.6.17.11.3. Emergency Housing Assistance costs cannot exceed the reasonable community standard for such housing (i.e., cost of hotel must be similar to other basic hotel accommodations available in the community).

1.6.17.11.4. This assistance is for emergency use only and is capped at 14 days per household annually. A formal request with extenuating circumstances would need to be reviewed and approved by BHS to extend that cap. Subrecipients should work with mainstream resources to cost share where able.

1.6.17.12. Housing Stability Case Management: The Contractor shall provide Housing First, housing-focused case management services.

1.6.17.12.1. The Contractor shall refer to or pay for costs for services provided, that shall include, but are not limited to:

1.6.17.12.1.1. Income Assistance.

1.6.17.12.1.2. Employment and Benefits Assistance.

1.6.17.12.1.3. Educational Assistance.

1.6.17.12.1.4. Health Care Services including Mental Health Services.

1.6.17.12.1.5. Mediation services.

1.6.17.12.1.6. Legal services.

1.6.17.12.1.7. Budgeting and Credit repair services.

1.6.17.12.1.8. Mainstream resources.

1.6.17.13. The Contractor shall make available on-going housing stability case management for six (6) months after rental assistance has ended.

1.6.17.14. The Contractor shall ensure clients have access to educational activities that will assist clients with obtaining housing that they will be able to sustain once the financial assistance ends, including but not limited to budgeting education; job search and interview skills training; and resume writing training.

1.6.17.15. The Contractor shall refer eligible individuals to community based services that will assist with addressing barriers to housing, as appropriate, using the local coordinated entry system.

1.6.17.16. The Contractor shall develop an action plan for achieving housing stability.

1.6.17.17. The Contractor shall conduct an inspection for each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards to ensure that households receiving assistance will reside in safe, sanitary housing that meets state and local housing codes.

1.6.17.18. The Contractor shall ensure:

1.6.17.18.1. Occupied housing meets state and local housing requirements including, but not limited to, compliance with:

1.6.17.18.1.1. All applicable state and local housing codes. Licensing requirements.

1.6.17.18.1.2. All requirements regarding the condition of the structure.

1.6.17.18.1.3. All requirements regarding the operation of housing or services.

1.6.17.19. The Contractor shall ensure occupied housing meets the Lead-Based Paint Poisoning Prevention and Disclosure Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851- 4856), and implementing regulations in CFR part 35, subparts A, B, K, M, and R.

1.6.17.20. The Contractor shall enter client level data into the New Hampshire Homeless Management Information System (NH HMIS) and comply with all training and licensing requirements. Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. The Contractor shall comply with all privacy and security requirements set by the Department.

1.6.17.21. The Contractor shall ensure sufficient licensed staff to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS).

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

9/28/2022
Date

DocuSigned by:
Karen Hebert
Name: Karen Hebert
Title: Division Director

Community Action Partnership of
Strafford County

9/28/2022
Date

DocuSigned by:
Betsey Andrews Parker
Name: Betsey Andrews Parker
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

9/29/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 25, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65583**

Certificate Number: **0005748257**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2022.

William M. Gardner
Secretary of State

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CERTIFICATE OF AUTHORITY

I, Alison Dorow, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Community Action Partnership of Strafford County_.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 20, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Betsey Andrews Parker, CEO (may list more than one person)
(Name and Title of Contract Signatory),

is duly authorized on behalf of Community Action Partnership of Strafford County to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 9/20/22

Signature of Elected Officer
Name: Alison Dorow
Title: Secretary

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CGI Insurance, Inc. 5 Dartmouth Drive Auburn NH 03032	**CONTACT NAME:** Teri Davis **PHONE (A/C, No, Ext):** (877) 562-8954 **FAX (A/C, No):** (866) 574-2443 **E-MAIL ADDRESS:** TDavis@CGIBusinessInsurance.com
INSURED Community Action Partnership of Strafford County, DBA: Strafford CAP 577 Central St, Ste 10 Dover NH 03820	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Hanover Insurance Company — 22292 **INSURER B:** Eastern Alliance — 10724 **INSURER C:** Philadelphia Indemnity **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** 22-23 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Abuse & Molestation Liab $1Million GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			ZHV A192135	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ Included $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AWVA156930	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical Payments	$ 1,000,000 $ $ $ $ 5,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			UHVA192136	07/01/2022	07/01/2023	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		01-0000113794-05	07/01/2022	07/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Directors & Officers EPLI and Crime Included			PHSD1725130	07/01/2022	07/01/2023	Per Occurrence Aggregate Limit Employee Dishonesty	$3,000,000 $6,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Comp 3A State: NH

CERTIFICATE HOLDER

State of New Hampshire DHHS
129 Pleasant St
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MISSION

To reduce barriers to help clients improve their economic stability and well-being through education, advocacy, and partnerships.

Community Action® PARTNERSHIP of Strafford County

VISION

To eliminate poverty.

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Financial Statements

RETIREMENT PLAN OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019
AND
INDEPENDENT AUDITORS' REPORT

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RETIREMENT PLAN OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

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Leone, McDonnell & Roberts
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Trustee of
Retirement Plan of Community Action Partnership of Strafford County
Dover, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We were engaged to audit the accompanying financial statements of Retirement Plan of Community Action Partnership of Strafford County (the Plan), which comprise the statements of net assets available for benefits as of December 31, 2020 and 2019, and the related statements of changes in net assets available for benefits for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Plan management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on conducting the audit in accordance with auditing standards generally accepted in the United States of America. Because of the matters described in the Basis for Disclaimer of Opinion paragraphs, however, we were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion.

Basis for Disclaimer of Opinion

As permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974, the Plan Administrator instructed us not to perform, and we did not perform, any auditing procedures with respect to the information summarized in **Note 5**, which was certified by American United Life Insurance Company, the custodian of the Plan, except for comparing the information with the related information included in the financial statements. We have been informed by the Plan Administrator that the custodian holds the Plan's investment assets and executes investment transactions. The Plan Administrator has obtained a certification from the custodian as of and for the years ended December 31, 2020 and 2019, that the information provided to the Plan Administrator by the custodian is complete and accurate.

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As described in **Note 2**, the Plan has not maintained sufficient accounting records and supporting documents relating to certain custodial accounts issued to current and former employees prior to January 1, 2009. Accordingly, we were unable to apply auditing procedures sufficient to determine the extent to which the financial statements may have been affected by these conditions.

Disclaimer of Opinion

Because of the significance of the matters described in the Basis for Disclaimer of Opinion paragraphs, we have not been able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion. Accordingly, we do not express an opinion on these financial statements.

Other Matter

The supplemental schedules of assets (held at end of year) as of December 31, 2020, is required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 and are presented for the purpose of additional analysis and are not a required part of the financial statements. Because of the significance of the matters described in the Basis for Disclaimer of Opinion paragraphs, we do not express an opinion on the supplemental schedule referred to above.

Report on Form and Content in Compliance with DOL Rules and Regulations

The form and content of the information included in the financial statements and supplemental schedule, other than that derived from the information certified by the custodian, have been audited by us in accordance with auditing standards generally accepted in the United States of America and, in our opinion, are presented in compliance with the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974.

Leone McDonnell & Roberts
Professional Association

October 15, 2021
Dover, New Hampshire

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RETIREMENT PLAN OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

STATEMENTS OF NET ASSETS AVAILABLE FOR BENEFITS
DECEMBER 31, 2020 AND 2019

	2020	2019
ASSETS		
Investments at fair value	$ 1,169,599	$ 1,031,012
Investments at contract value	218,062	208,029
Notes receivable from participants	8,072	13,061
Total assets	1,395,733	1,252,102
NET ASSETS AVAILABLE FOR BENEFITS	$ 1,395,733	$ 1,252,102

See Notes to Financial Statements

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RETIREMENT PLAN OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

STATEMENTS OF CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	2020	2019
ADDITIONS TO NET ASSETS ATTRIBUTED TO:		
Investment income:		
Net appreciation in fair value of investments	$ 167,042	$ 188,434
Interest income	2,629	3,981
Total investment income	169,671	192,415
Contributions:		
Participants	97,039	100,959
Employer	23,016	22,882
Rollovers	-	2,902
Total contributions	120,055	126,743
Total additions to net assets	289,726	319,158
DEDUCTIONS FROM NET ASSETS ATTRIBUTED TO:		
Distributions	139,236	121,481
Deemed distributions	3,055	1,804
Administrative expenses	3,804	4,228
Total deductions from net assets	146,095	127,513
NET INCREASE	143,631	191,645
NET ASSETS AVAILABLE FOR BENEFITS, BEGINNING OF YEAR	1,252,102	1,060,457
NET ASSETS AVAILABLE FOR BENEFITS, END OF YEAR	$ 1,395,733	$ 1,252,102

See Notes to Financial Statements

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RETIREMENT PLAN OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

NOTE 1: DESCRIPTION OF PLAN

The following description of the Retirement Plan of Community Action Partnership of Strafford County ("the Plan") provides only general information. Participants should refer to the Plan adoption agreement for a more complete description of the Plan's provisions.

General

The Plan, which became effective January 1, 1995, is a defined contribution plan covering all eligible employees of Community Action Partnership of Strafford County ("the Company"). The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA). The Trustee oversees the governance of the Plan, the appropriateness of the Plan's investment offerings and monitors the Plan's investment performance.

Contributions

Each year, participants may contribute 100% of pretax or after-tax annual compensation up to the maximum annual limit provided by the Internal Revenue Service, as defined in the Plan. Participants who have attained the age of 50 before the end of the Plan year are eligible to make catch-up contributions. Participants may also contribute amounts representing distributions from other qualified plans. The Plan features an auto enrollment feature mandating a minimum of 1% employee contribution; however, employees reserve the right to decline the auto enrollment. The Plan also provides an employer discretionary contribution equal to 25% of each dollar a participant defers up to 5% of a participant's compensation. For 2020 and 2019 the Company made discretionary contributions of $23,016 and $22,882, respectively to the Plan. Contributions are subject to certain additional limitations.

Participant Accounts

Each participant's account is credited with the participant's contribution and, when applicable, allocations of (a) the Company's contributions and, (b) Plan earnings (losses) and is charged with an allocation of administrative expenses, depending on the participant's choice of investments. Allocations are based on participant earnings or account balances, as defined. The benefit to which a participant is entitled is the benefit that can be provided from the participant's vested account.

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NOTE 1. DESCRIPTION OF PLAN (CONTINUED)

Vesting

Participants are immediately vested in their contributions, plus actual earnings thereon. Prior to October 1, 2012, participants were immediately vested in employer contributions, plus actual earnings thereon. Subsequent to that date, all new hires vest in the employer contributions, plus earnings after three years of credited service, as defined in the Plan, or upon death, or disability.

Forfeited Accounts

Forfeited balances of terminated participants' non-vested accounts may be used to offset plan expenses or employer contributions. For the year ended December 31, 2020 and 2019 there was $21 and $0, respectively, in the forfeiture account. For the year ended December 31, 2020 and 2019, $1,242 and $942 in forfeitures were used to reduce employer matching contributions.

Investment Options

Upon enrollment in the Plan, a participant may direct contributions in whole unit increments in a variety of mutual funds and interest-bearing accounts. Participants may change their investment options and make transfers between investments at any time via an automated request. All investments of the Plan are self-directed.

Notes Receivable from Participants

A participant may borrow from his or her 403(b) account for any purpose. The maximum loan is 50% of a participant's vested account balance up to $50,000. The loans are secured by the remaining balance in the participant's account. Principal and interest are paid ratably through payroll deductions over the allowed terms as provided by the Plan.

Payment of Benefits

On termination of service due to death, disability, termination, or retirement, a participant may elect to receive either a lump sum amount, a direct transfer to another qualified retirement account, or a combination of the two, equal to the participant's vested interest in his or her account; or periodic installments over a designated period. For termination of service due to other reasons, a participant may receive the value of the vested interest in their account as a lump sum distribution or through installments.

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NOTE 1. DESCRIPTION OF PLAN (CONTINUED)

Participants with a balance of $5,000 or greater have the right to keep their retirement account in the Plan or elect to have the benefits paid in a lump sum, through installment payments or by purchase of an annuity. Participants with a balance of less than $5,000 but greater than $1,000 have the option to transfer their funds to an IRA without penalty or receive a lump sum payment. All others with a balance of less than $1,000 receive a lump sum payment.

In-Service Withdrawal
A participant is permitted to take a distribution while being an active participant in the Plan at the age of 59 and a half. Such a distribution will not be subject to a 10% excise tax but may be subject to income taxes.

Hardship Withdrawal
A participant may take a distribution from the Plan if a heavy financial burden can be demonstrated to the Plan Trustee. The Trustee shall grant a hardship withdrawal only if it is determined the withdrawal is necessary to meet an immediate and heavy financial need of the participant, as defined by the Plan. Hardship withdrawals may only be taken from fully vested pre-tax accounts and maybe subject to a 10% excise tax and income taxes.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting
The financial statements of the Plan are prepared under the accrual method of accounting in accordance with accounting principles generally accepted in the United States of America.

Plan Records
The Plan may have excluded from the accompanying statements of net assets available for benefits certain annuity and custodial accounts issued to former and current employees prior to 2009. As permitted by the Department of Labor's Field Assistance Bulletin No. 2009-02, Annual Reporting Requirements 403(b) Plans, the investment income and distributions related to such accounts may also be excluded from the accompanying statements of changes in net assets available for benefits. Under accounting principles generally accepted in the United States of America, these accounts and related income and distributions should be included in the accompanying financial statements. The amount of these excluded annuity and custodial accounts and the related income and distributions are not determinable.

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NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of additions and deductions to net assets during the reporting period. Actual results could differ from those estimates. See **Note 3** for discussion of fair value measurements.

Notes Receivable from Participants

Notes receivable from participants are measured at their unpaid principal balance plus any accrued but unpaid interest. Related fees are recorded as administrative expenses and are expensed when incurred. No allowance for credit losses has been recorded as of December 31, 2020 and 2019. If a participant ceases to make loan repayments and the Plan Administrator deems the participant loan to be in default, the participant loan balance is reduced and a benefit payment is recorded.

Payment of Benefits

Benefits are recorded when paid.

Investment Valuation and Income Recognition

Investments are reported at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Plan's investment committee determines the Plan's valuation policies utilizing information provided by the custodian. See **Note 3** for discussion of fair value of investments.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net appreciation (depreciation) includes the Plan's gains and losses on the investments bought and sold, as well as, held during the year.

Risks and Uncertainties

The Plan invests in a variety of investment funds. Investments in general are exposed to various risks, such as interest rate, credit, and overall volatility risk. Due to the level of risk associated with certain investments, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the participants' account balances and amounts reported in the statements of net assets available for benefits.

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NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Other Events

The impact of the novel coronavirus ("COVID-19") and measures to prevent its spread had significant impacts on the markets in which the Plan invests. Through the date of this report the significance of the impact of these disruptions, including the extent of their adverse impact on the Plan's financial results, will be dictated by the length of time that such disruptions continue. The Plan Trustee is unable to estimate the total impact COVID-19 will have on the Plan, nor can the Trustee determine the length of impact. Accordingly, the statements of net assets, and changes in net assets have not been adjusted for this impact.

NOTE 3. FAIR VALUE MEASUREMENTS

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements), and the lowest priority to unobservable inputs (level 3 measurements).

The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

Level 2 Inputs to the valuation methodology include:

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability; and,
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

NOTE 3. FAIR VALUE MEASUREMENTS (CONTINUED)

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 — Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2020 and 2019.

Mutual Funds: Valued at the daily closing price as reported by the fund. Mutual funds held by the Plan are open-end mutual funds that are registered with the Securities and Exchange Commission. These funds are required to publish their daily net asset value (NAV) and to transact at that price. The mutual funds held by the Plan are deemed to be actively traded.

The following tables set forth by level, within the fair value hierarchy, the Plan's investments at fair value as of December 31:

2020

	Level 1	Level 2	Level 3	Total
Mutual funds	$ 1,169,599	$ -	$ -	$ 1,169,599
Total investments at fair value	$ 1,169,599	$ -	$ -	$ 1,169,599

2019

	Level 1	Level 2	Level 3	Total
Mutual funds	$ 1,031,012	$ -	$ -	$ 1,031,012
Total investments at fair value	$ 1,031,012	$ -	$ -	$ 1,031,012

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NOTE 4. INVESTMENTS MEASURED AT CONTRACT VALUE

The Plan invests in a fixed account held by American United Life Insurance Company which is valued at contract value. The fund invests in investment contracts or similar investments offered by insurance companies, banks or similar financial institutions. Certain events limit the ability of the Plan to transact at contract value with the issuer. Such events include (1) amendments to the Plan document (including complete or partial Plan termination or merger with another plan), (2) changes to the Plan's prohibition on competing investment options or deletion of equity wash provisions, (3) bankruptcy of the Plan sponsor or other Plan sponsor events that cause a significant withdrawal from the Plan, or (4) failure of the Trust to qualify for exemption from federal income taxes or any required prohibited transaction exemption under ERISA. The Plan Administrator believes that the events that would limit the Plan's ability to transact at contract value with participants are not probable of occurring as of the report date. Interest on the fixed accounts for the years ended December 31, 2020 and 2019, was approximately 1.04% and 1.75%, respectively.

NOTE 5. INFORMATION CERTIFIED BY THE PLAN'S ASSET CUSTODIAN

The Plan Administrator has elected the method of annual reporting compliance permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Accordingly, the asset custodian, American United Life Insurance Company, has certified that the following data included in the accompanying financial statements and supplemental schedule of assets (held at end of year), is complete and accurate:

- Investments, as shown in the statements of net assets available for benefits as of December 31, 2020 and 2019.
- Investment activity, as shown in the statements of changes in net assets available for benefits for the years ended December 31, 2020 and 2019.
- The schedule of assets (held at end of year) as of December 31, 2020.

The Plan's independent auditors did not perform auditing procedures with respect to this information, except for comparing such information to the related information included in the financial statements and the schedule of assets (held at end of year).

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NOTE 6. ADMINISTRATIVE EXPENSES

The Company provides certain administrative and accounting services to the Plan at no cost. The audit expense is paid directly by the Sponsor. Administrative expenses in the statements of changes in net assets available for benefits consist of loan processing fees, withdrawal fees and other investment expenses charged by the asset custodian. All other investment fees are included in the net appreciation (depreciation) in fair value of investments.

NOTE 7. RELATED PARTY AND PARTY IN INTEREST TRANSACTIONS

Certain Plan investments are managed by American United Life Insurance Company. American United Life Insurance Company is also the asset custodian, as defined by the Plan, and, therefore, these transactions qualify as party in interest transactions. The Third-Party administrator OneAmerica Financial Partners, Inc. performs certain administrative services for the Plan and receives compensation in exchange for these services directly from the Plan. Additionally, the Plan sponsor utilizes additional outside consulting in the assistance and operation of the Plan.. In exchange for these services a fee is paid by the Plan to the consultant. The Trustee of the Plan is also a participant in the Plan.

NOTE 8. TAX STATUS

The Plan Administrator believes the Plan, which has adopted the OneAmerica 403(b) Prototype Plan Document, is designed and is currently being operated in compliance with the applicable requirements of the Internal Revenue Code. Therefore, the Plan Administrator believes that the Plan was qualified and the related trust was tax exempt as of the financial statement date.

Accounting principles generally accepted in the United States of America require Plan management to evaluate tax positions taken by the Plan and recognize a tax liability (or asset) if the Plan has taken an uncertain position that more likely than not would not be sustained upon examination by the Internal Revenue Service. The Plan Administrator has analyzed the tax positions taken by the Plan, and has concluded that as of December 31, 2020, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. The Plan is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

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NOTE 9. PLAN TERMINATION

Although it has not expressed any intent to do so, the Company has the right under the Plan to discontinue its contributions at any time and to terminate the Plan subject to the provisions of ERISA, the Internal Revenue Code governing termination of employee benefit plans, and with a 60-day written notification to the Plan Trustee. In the event of plan termination, participants will become 100% vested in their accounts.

NOTE 10. SUBSEQUENT EVENTS

The Plan has evaluated subsequent events through October 15, 2021 the date the financial statements were available for be issued.

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RETIREMENT PLAN OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

SCHEDULE OF ASSETS (HELD AT END OF YEAR)
DECEMBER 31, 2020

Form 5500: Schedule H, Part IV, Line 4i - Schedule of Assets (Held At End of Year)
Employer Identification Number: 02-0268636
Plan Number: 001

(a)	(b) Identity of issue, borrower, lessor or similar party	(c) Description of investment including maturity date, rate of interest, collateral, par or maturity value	(d) Cost	(e) Current Value
*	American United Life Insurance Company	American United Life Insurance Company Fixed Account	n/a	$ 218,062
*	American United Life Insurance Company	American Funds Balanced	n/a	216,046
*	American United Life Insurance Company	T. Rowe Price Retirement 2035	n/a	206,035
*	American United Life Insurance Company	T. Rowe Price Retirement 2030	n/a	179,411
*	American United Life Insurance Company	T. Rowe Price Growth Stock	n/a	129,805
*	American United Life Insurance Company	T. Rowe Price Retirement 2040	n/a	90,064
*	American United Life Insurance Company	AB Small Cap Growth	n/a	62,622
*	American United Life Insurance Company	Thornburg LTD Term Income	n/a	53,857
*	American United Life Insurance Company	T. Rowe Price Retirement 2055	n/a	33,465
*	American United Life Insurance Company	T. Rowe Price Retire 2025	n/a	29,795
*	American United Life Insurance Company	T. Rowe Price Retirement 2045	n/a	28,758
*	American United Life Insurance Company	Columbia Select Large Cap Value	n/a	28,154
*	American United Life Insurance Company	T. Rowe Price Retirement 2050	n/a	25,546
*	American United Life Insurance Company	American Century Small Cap Value A	n/a	21,247
*	American United Life Insurance Company	Goldman Sachs US Equity Insight	n/a	14,589
*	American United Life Insurance Company	American Century Mid Cap Value	n/a	10,063
*	American United Life Insurance Company	Pioneer Select Mid Cap Growth	n/a	9,143
*	American United Life Insurance Company	T. Rowe Price Retire 2060	n/a	7,877
*	American United Life Insurance Company	Prudential Total Return Bond	n/a	5,399
*	American United Life Insurance Company	American Funds Europacific	n/a	4,021
*	American United Life Insurance Company	T. Rowe Price Retire Balance R	n/a	4,003
*	American United Life Insurance Company	Prudential High Yield	n/a	2,937
*	American United Life Insurance Company	Pax Global Environmental Markets	n/a	2,731
*	American United Life Insurance Company	T. Rowe Price Retire 2020	n/a	1,595
*	American United Life Insurance Company	Oppenheimer Developing Markets	n/a	1,566
*	American United Life Insurance Company	Oppenheimer Main Street Mid Cap	n/a	870
	Participant loans	Interest rates of 4.25%, with the loans maturing from October 2021 to August 2023. The loans are secured by individual accounts.	-0-	$ 8,072

* Represents a party in interest

See Independent Auditors' Report

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community Action PARTNERSHIP of Strafford County

Administrative Offices:
577 Central Avenue, Suite 10
Dover, NH 03820
603-435-2500

Head Start Centers:
577 Central Avenue, Suite 50
Dover, NH 03820
603-285-9460

120 Main Street
Farmington, NH 03835
603-755-2883

150 Wakefield Street, Suite 117
Rochester, NH 03867
603-285-9461

46 Stackpole Road
Somersworth, NH 03878
603-817-5458

Childcare Centers:
43 Back River Road
Dover, NH 03820
603-435-2500

120 Main Street
Farmington, NH 03835
603-755-2883

Family Resource Centers:
577 Central Ave, Suite 50
Dover, NH 03820
603-435-2500

150 Wakefield Street, Suite 117
Rochester, NH 03867
603-435-2500

Outreach Office:
577 Central Avenue, Suite 20
Dover, NH 03820
603-435-2500

Food Pantry:
577 Central Avenue, Suite 10
Dover, NH 03820
603-435-2500

2022 Board of Directors

Alan Brown, Chair
Terry Jarvis, Vice Chair
Jean Miccolo, Treasurer
Alison Dorow, Secretary
Hope Morrow Flynn
Petros Lazos
Thomas Levasseur
Don Chick
Alli Morris
Cindy Brown
Maureen Staples
Tori Bird
Mark Brave
Leah Crouser
Nicki Gearwar
Andrew Swanberry

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Daniel D Clark

[redacted]

QUALIFICATIONS:

- 16 years of experience working with adults with mental illness, substance misuse disorder, and housing instability
- Exceptional versatility and adaptability.
- Dedication and drive as a hard-working individual.
- Ability to develop rapport with people of all backgrounds.
- Ability to quickly and thoroughly understand and implement new concepts and practices.
- Familiarity with Medicare/Medicaid, Child/Adult Protective, Housing, Managed Care, and Vocational Rehabilitation systems.

EXPERIENCE:

2/2022 – current
Community Action Partnership of Strafford County, Dover, NH
Director of Housing and Homeless Services

- Responsible for day to day management, administration, and oversight of all housing/homeless programs and personnel
- Developed and implemented programmatic strategic plans
- Ensured program compliance with all applicable local, state, federal laws and regulations
- Organize, write, and coordinate grant applications and support materials.
- Managed applicable programmatic budgets, including development and ongoing monitoring to ensure expenses align with revenue
- Collected and analyzed data, evaluated courses of action, and prepared sound recommendations and effective narrative and statistical reports relative to program outcomes
- Developed and maintained effective community relationships
- Analyzed proposed legislation, regulations, or rule changes to determine how program services could be impacted.

11/2020 – 2/2022
Community Action Partnership of Strafford County, Dover, NH
Shelter Manager

- Managed The Garrison emergency shelter and Willand Pond Warming Center, serving up to 100 clients on any given night with 10+ staff, including FT, PT, and Per Diem
- Ensured adequate staffing coverage for both locations
- Collaborated with CAPSC Day Center staff on prioritizing and admitting clients to The Garrison.
- Created and enforced shelter regulations and conditions of admittance
- Ensured all pertinent information was entered into statewide HMIS system
- Successfully managed COVID-19 procedures, resulting in only 3 detected positive cases with no spread to either staff or clients.
- Provided 24/7 on-call support to both programs
- Provided daily/weekly/seasonal reports to the Tri-Cities municipalities of number of individuals utilizing services, city of origin, and estimated cost savings.
- Acted as primary contact for The Garrison hotel management, Tri Cities EMS providers, county welfare officers, and other involved parties
- Managed the requisition of meals and donations provided by the community
- Developed a working operations manual for the 2021-22 warming center
- Lead a multi-organizational project to support individuals being displaced by local police

09/2019 – 11/2020
MaineHealth, Biddeford, ME

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Employment Specialist

- Assisted in the development of the York County Vocational Rehabilitation (VR) contract office, the single CRP utilized in York County by the Dept of VR.
- Completed clinical duties including intake, assessment, and planning.
- Assisted clients with resume development, interview prep, job search and follow-up plans.
- Provided benefits counseling to educate clients on work incentives provided by SSA and DHHS.
- Worked closely with VR counselors to ensure client goals were met with set timeframes
- Served on the "Remote Working Advisory Council" to develop tools and policies required by the COVID-19 pandemic.

10/2017 – 4/2019
Maine Behavioral Healthcare, Biddeford, ME
Program Manager, Residential and Community Rehabilitation

- Supervised a team of 3 case managers and 7 residential workers, supporting 22 clients in 3 programs.
- In residential, provided support to 6 clients in a long-term group home setting, including medication administration, treatment plan development, annual psycho-social assessment, and coordination with outside providers.
- In community rehab, provided case management to 16 residents in two supported apartment programs, including med administration and education, treatment plan development, psycho-social assessment, suicide assessment, and provider coordination, with the goal of transitioning to full independence.
- Provided 24/7 clinical on-call support to all residential programs on a rotating schedule.
- Developed and instated department-wide policies and procedures including Client Medication Self-Administration, Use of Medical Marijuana, Residential Suicide Assessment and Safety Planning, and Community Rehab Admission and Discharge procedures.
- Participated in an agency-wide planning group to initiate the ZeroSuicide initiative.

10/2012 – 10/2017
Maine Behavioral Healthcare, Biddeford, ME
Clinical Case Worker, ACT team

- Worked within a multidisciplinary team consisting of case managers, an RN, psychiatrists, and therapists, serving a combined caseload of 60-80 consumers, carrying a primary caseload of 20+.
- Performed clinical duties including intake/assessment, goal development and implementation, discharge planning, referrals, supportive counseling, provider collaboration.
- Ensured that all consumer needs were met while meeting state and federal requirements and deadlines.
- Provided 24/7 clinical on-call support to all ACT team consumers on a rotating schedule.
- Successfully started and facilitated a weekly men's mental health support group.

12/2013 – 5/2014
Port Resources, Inc, Portland, ME
Assistant Manager, DD Residential

- Acted as assistant manager for 4 residential programs, with a total of 14 consumers and 40+ staff.
- Responsible for all payroll, census management, staff scheduling, and staff supervision.
- Participated in agency wide on-call rotation.
- Performed direct care, covering all shifts, as needed.
- Worked with QA dept, ensuring all consumer needs were met, within all agency/state requirements
- Completed all paperwork in accordance with agency and state mandated timelines.

10/2004 – 10/2011
***Opportunity Alliance,* Portland, ME**
Community Integration Case Manager (as Youth Alternatives Ingraham)

- Worked on a team of mental health case managers, and with a personal caseload of 30+ clients.
- Performed all clinical duties including intake/assessment, goal development and implementation, discharge planning, referrals, supportive counseling, provider collaboration.
- Ensured that all clients' needs were met while meeting all state and federal requirements and deadlines.
- Ensured all program and agency productivity requirements were met on a continuing basis.
- Worked closely with IT during design and implementation of new paperless, agency-wide, client

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management system.

- Acted as an IT super-user and preliminary point of contact for IT questions at the program level.
- Provided 24/7 clinical on-call support to all areas of the agency on a rotating schedule.

In-Home Support (as Ingraham)

- Worked with a team of mental health case managers, with a personal caseload of 30+ clients.
- Provided in-home skills development services as identified on case manager created service plan.
- Attended appointments with outside providers, including medical, psychiatric, therapeutic, housing related, legal, insurance, and childcare providers.
- Ensured that all clients' needs were met while meeting all state and federal requirements and deadlines.
- Ensured that all program and agency productivity requirements were met on a continuing basis.

Crisis Support (as Ingraham)

- Worked in an eight bed, short stay crisis stabilization unit.
- Provided daily support for adults with mental illness in crisis as an alternative to hospitalization.
- Administered and monitored medications and vital signs as directed by staff psychiatrist.
- Completed all paperwork required, including intake/assessment, service plan development and implementation, referrals, discharge planning, and financial management.

EDUCATION, MEMBERSHIPS, AND CERTIFICATIONS:

University of Southern Maine – BSW to be completed in 2022
Holbrook Jr. Sr. High School, Holbrook, MA - HS Diploma - Graduated 1995
American Mensa - Member - 2009 - Current
MHRT/C
ACRE Certified
Work and Benefits Navigator
Progressive Employment

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SARAH JONES

[redacted]

PROFESSIONAL SUMMARY

Trustworthy and compassionate human service professional. Dedicated, quick to learn and works well in stressful situations. 2 years of experience working with homeless individuals/families, individuals who have an SUD and/or individuals who have been diagnosed with a serious mental illness to help those clients meet their needs for survival, success and stability.

SKILLS

- Intakes and assessments
- Policies and procedures
- Team leadership
- Advocacy
- Valid NH HMIS License
- Training coordination
- Suicide prevention training
- Case Management

WORK HISTORY

Homeless Outreach Coordinator

Community Action Partnership of Strafford County – Dover, NH 06/2019 - Current

- Triage and refer clients who are referred through NH 211 system to shelter
  Utilize NH HMIS to document interactions with clients and coordinate care
- Protect client's Private Health Information through adherence to HIPPA and Part 42 laws
- Provide assertive street outreach to clients in their tents, cars and other public places
- Collaborate with other social service agencies such as, DCYF, BEAS & C4H to ensure positive health and social outcomes for clients
- Participate in community engagement strategies, such as speaking at churches, DARLA and other events aimed at public awareness and social policy regarding homelessness
- Utilize appropriate de-escalation strategies to communicate effectively with clients experiencing acute mental health and/or substance use related crises
- Advocate for clients who are experiencing housing crises at city welfare and in the shelter intake system
- Conduct and coordinate Housing and Urban Development's annual Point-In-Time Survey of homelessness across Stafford County

Volunteer Outreach Worker

Hand Up Health Services - Dover, NH 06/2018 – 11/2019

- Worked with leadership to define volunteer mission and set standards.
- Participated in organizational and strategic planning for 2019
- Oversaw training and mentoring of up to 4 new team members each quarter

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- Met with participants to conduct assessments of their current situations and establish practical harm reduction strategies.
- Educated individuals and communities to utilize naloxone as an overdose reversal agent.
- Completed required documentation in a timely manner
- Displayed sensitivity to the cultural and linguistic needs of participants and communities served
- Served as the main point of contact for Monday, Tuesday and Wednesday night needle exchange

Production Worker

Savers - Portsmouth, NH 09/2013 - 04/2015

- Located and brought donated merchandise to appropriate areas in storefront
- Sorted donations according to standardized procedures
- Checked all donated garments for functionality and quality
- Determined quality and priced handbags.
- Organized and rotated stock from Men's clothing area in storefront daily

Canvasser

NextGen Climate - Dover 08/2014 - 11/2014

- Interacted with voters in the seacoast area to promote awareness of candidate's positions pertaining to climate change
- Fostered a positive work environment by consistently treating all employees and voters with respect and consideration
- Accurately logged all daily voter interactions

Care Provider

GSIL - Dover, NH 08/2011 - 11/2012

- Promoted the social, emotional and physical health of clients through diverse activities
- Completed all daily living tasks to enhance the quality of life of clients
- Adapted environments to meet changing physical needs of clients
- Kept clients safe by removing hazards and correcting problems
- Planned and cooked nutritious meals to meet specific dietary needs

EDUCATION

High School Diploma

Oyster River High School - Durham, NH 2009

Associate of Arts: Liberal Arts

Southern New Hampshire University - Hooksett, NH 2017

Bachelor of Arts: Human Services

Southern New Hampshire University - Hooksett, NH Present

- Coursework in Addictions, Law & Ethics, Sociology and Psychology
- Concentration in Substance Abuse Counseling

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Kathleen Rafferty

[redacted]

Career Objective:

To provide guidance, case management, and counseling to clients affected by homelessness and other social and emotional barriers in a way that optimizes individuals' unique skills and emotional capital; to help guide positive client experiences and relationships by demonstrating healthy boundaries and working as part of a team in a dynamic, like-minded organization.

Highlights of Qualifications Offered

Exemplary Customer/Client Service Skills: Provision of consistently high quality service and care to diverse populations including elderly individuals, those with physical and emotional challenges, retail customers, homeowners, children and families in a variety of work settings.

Lived Experience/Recovery Knowledge: Knowledge of a variety of recovery avenues and modes of treatment, along with personal experience with homelessness and achieving and maintaining long-term sobriety and recovery.

Security Services: Provided security to ensure safety and security of patients and staff in hospital settings, including property, perimeter security, and assessment of potential threats, triaging calls, and ensuring overall safety of establishment.

Proven Property Management Experience: Management of properties and homes, assessment of owner and diverse tenant concerns and needs including housekeeping, residential and commercial cleaning, interior painting, plastering, and light landscaping, maintaining inventory of supplies, and providing exceptional service.

Professional Work Summary

- **Greater Seacoast Community Health,** *Peer Recovery Support Coordinator, (12/2020-present)*
- **Home Depot,** *Merchandiser, St. Petersburg, FL (3/2018-3/2020)*
- **Kittery Animal Hospital,** *Kennel Supervisor, Kittery, ME (2016-2017)*
- **Wentworth Senior Living,** *Custodian, Portsmouth, NH (2014-2016)*
- **Hannaford Supermarkets,** *Bakery Associate, Hampton, NH (2014-2015)*
- **North Shore Dog,** *Daycare Attendant, Danvers, MA (2012-2014)*
- **McGarr Security Services,** *Security Officer,* Peabody, MA (2013)
- **Caritas Communities,** *Property Manager, Everett, MA (2010-2012)*
- **Home Depot,** *Merchandiser, Quincy, MA (2008-2011)*

Education

- 2021 (anticipated) CRSW certification
- 2020-2021 Peer Recovery Coach Classes
- 2010-2012 Massachusetts School of Pet Grooming-Medford, MA
- 2000 Project Place, Project 90 Career Training Program-Boston, MA
- 1990 High School Diploma, Weymouth North High School-Weymouth, MA

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Community Action Partnership of Strafford County
577 Central Ave., Ste. 10
Dover, NH 03820

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Daniel Clark	Director of Housing/Homeless Services	68556.80	30	20567.04
Sarah Jones	Homeless Outreach Manager	65702	100	65702
Kathleen Rafferty	Homeless Outreach	50700	100	50700

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Lori A. Shibinette
Commissioner

Karen E. Hebert
Director

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

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

June 13, 2022

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 contracts with the Contractors listed below in an amount not to exceed $7,880,593 to provide services to increase the wellbeing and health of New Hampshire citizens by preventing and reducing homelessness and increasing successful placements to permanent housing, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through January 1, 2026. 27% Federal Funds. 73% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Action Program of Belknap and Merrimack County, Inc.	177203	Belknap and Merrimack Counties	$1,506,289
Community Action Partnership of Strafford County	177200	Strafford County	$1,506,289
Easter Seals New Hampshire, Inc.	177204	Statewide	$1,506,289
The Front Door Agency, Inc.	156244	Greater Nashua	$1,506,289
Southwestern Community Services, Inc.	177511	Cheshire and Sullivan Counties	$1,506,289
The Mental Health Center of Greater Manchester, Inc.	177184	Merrimack, Hillsboro and Rockingham Counties	$349,148
		Total:	**$7,880,593**

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Years 2024 through 2026, upon the availability and continued appropriation of funds in the future operating budget, 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.

See attached fiscal details.

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EXPLANATION

The purpose of this request is to increase the wellbeing and health of New Hampshire citizens by preventing and reducing homelessness and increasing successful placements to permanent housing by providing Street Outreach, Rapid Re-Housing, Homelessness Prevention, and Housing Stabilization services throughout the State.

Street Outreach, Rapid Rehousing and Homelessness Prevention Services are funded by the Emergency Solutions Grant (ESG). ESG is a United States Department of Housing and Urban Development (HUD) formula grant program. Eligible recipients are states, metropolitan cities, urban counties and territories that apply through the Consolidated Planning process. As the HUD State Recipient for ESG, the Department must sub-grant all ESG funds to units of local government, private, and/or nonprofit organizations. The Contractors will provide services that include:

- Engaging individuals and families experiencing homelessness;
- Rapidly re-housing individuals and families experiencing homelessness; and
- Preventing families and individuals from becoming homeless.

The Contractors will provide services that include eviction and homelessness prevention for low income families and individuals.

Approximately 2200 individuals will be served annually. The population to be served includes individuals and families who are homeless in accordance with the HUD definition, meaning they lack a fixed, regular, and adequate nighttime residence. This includes places not meant for human habitation, and publicly or privately operated shelters. The population to be served also includes individuals and families at risk of homelessness.

Street Outreach will provide essential services to individuals and families experiencing unsheltered homelessness by connecting them with emergency shelter, housing, employment or critical services, and providing them with urgent, non-facility-based services.

Rapid Rehousing (RRH) will provide housing stability case management and financial assistance to individuals or families who are homeless in accordance with the HUD definition, as described above. This includes places not meant for human habitation, and publicly or privately operated shelters. The goal of RRH is to help households move as quickly as possible into permanent housing, and achieve stability in that housing.

Homelessness Prevention will provide case management and financial assistance to prevent extremely low-income households from becoming homeless. Component services and assistance generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, utility deposits and payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair.

Housing Stabilization will provide case management and financial assistance to prevent low-income households from eviction to remain housed and not becoming homeless. Component services and assistance consist of rental or utilities arrears, storage unit fees, other fees that directly impact housing stability, such as vehicle repairs to maintain employment.

The Contractors will also determine individuals' eligibility for services, in accordance with the eligibility requirements of Emergency Solutions Grant (ESG), including verifying housing status.

The Department will monitor performance of the Contractors by tracking the following outcomes measures for each service category:

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Street Outreach:

- Ninety-five percent (95%) of unsheltered persons enrolled into the Street Outreach project will be provided permanent housing referrals.
- Ninety-five percent (95%) of unsheltered persons enrolled into the Street Outreach project will be provided referrals to ongoing community resources.
- Ten percent (10%) of persons served will move to permanent housing destinations as a result of street outreach services.

Rapid Rehousing

- At least eighty percent (80%) of households served by the program will move into permanent housing in an average of 90 days or less.
- At least eighty percent (80%) of households that exit the rapid re-housing program will exit into permanent housing.
- At least eighty percent (80%) of households that exit a rapid re- housing program to permanent housing will not become homeless again within a year.

Homelessness Prevention and Housing Stabilization

- At least eighty percent (80%) of households served by the program will resolve imminent housing crisis within an average of ninety (90) days or less.
- At least eighty-five percent (85%) of households that exit a Homeless Prevention or Housing Stabilization project will exit into Permanent housing.
- At least eighty percent (80%) of households that exit a Homeless Prevention or Housing Stabilization project into permanent housing will not enter into homelessness within a year.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from November 30, 2021 through December 28, 2021. The Department received six (6) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Provisions Section 3.3 of the attached agreements, the parties have the option to extend the agreements for up to four (4) 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, individuals and families at risk of or currently homeless will not have the housing assistance needed to prevent or end their housing instability and to maintain stable housing in the community.

Source of Federal Funds: Assistance Listing Number Federal Domestic Assistance (CFDA) #14.231, U.S. Department of Health and Human Services, FAIN #E-21-DC-33-0001

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

100% Federal Funds, 0% General Funds, 0% Other Funds (Name of Source)

Community Action Program, BelknapMerrimack Counties Inc — Vendor # 177203

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

Community Action Partnership of Strafford County — Vendor #177200

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

Easter Seals New Hampshire — Vendor #177204

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

The Front Door Agency Inc — Vendor #156244

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

Southwestern Community Services, Inc — Vendor #177511

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

The Mental Health Center of Greater Manchester Inc — Vendor #177184

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

0% Federal Funds, 100% General Funds, 0% Other Funds (Name of Source)

Community Action Program, BelknapMerrimack Counties Inc — Vendor # 177203

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

Community Action Partnership of Strafford County — Vendor #177200

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

Easter Seals New Hampshire — Vendor #177204

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

The Front Door Agency Inc — Vendor #156244

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

Southwestern Community Services, Inc

Vendor #177511

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

Overall Total	$7,880,593

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2022-DEHS-01-EMERG

Project Title Emergency Solutions Grant

	Maximum Points Available	Community Action Partnership of Strafford County	Community Action Program, Belknap Merrimack Counties Inc	Easter Seals	Front Door Agency Inc	Southwestern Community Services	The Mental Health Center of Greater Manchester
Technical							
Ability (Q1)	30	26	9	30	30	25	25
Experience (Q2-4)	40	34	15	40	38	36	35
Capacity (5-6)	30	26	15	28	27	25	25
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
TOTAL POINTS	100	86	39	98	95	86	85

	Reviewer Name	Title
1	Mandy Regan	Program Planning and Review Specialist
2	Michael Bradley	Administrator III
3	Jamie Kelly	Program Planning and Review Specialist
4	Betsy O'Connor	Program Specialist III
5	Robert O'Hannon	Program Specialist IV

FORM NUMBER P-37 (version 12/11/2019)

Subject: Emegency Solutions Grant (RFA-2022-DEHS-01-EMERG-02)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY		1.4 Contractor Address 577 Central Ave Ste 10 Dover, NH, 03820, USA	
1.5 Contractor Phone Number (603) 435-2500	1.6 Account Number 05-95-42-423010-79270000	1.7 Completion Date January 1, 2026	1.8 Price Limitation $1,506,289
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Betsey Andrews Parker Date: 6/7/2022		1.12 Name and Title of Contractor Signatory Betsey Andrews Parker CEO	
1.13 State Agency Signature DocuSigned by: Karen Hebert Date: 6/7/2022		1.14 Name and Title of State Agency Signatory Karen Hebert Division Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino		On: 6/8/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials: DS BAP

Date: 6/7/2022

x

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials BAP

Date 6/27/2022

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials DS BAP

Date 6/2/2022

New Hampshire Department of Health and Human Services
Emergency Solutions Grant

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Emergency Solutions Grant

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide services in this agreement to New Hampshire citizens by preventing and reducing homelessness, and increasing successful placements to permanent housing.

1.2. The Contractor shall ensure services are available in Strafford County.

1.3. For the purposes of this agreement, all references to days shall mean calendar days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 a.m. to 4:00 p.m., excluding state and federal holidays.

1.5. HUD Definition of Literally Homeless:

1.5.1. Has a primary nighttime residence that is a public or private place not meant for human habitation; or

1.5.2. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

1.5.3. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

1.6. **Scope of Services Applicable to All Services**

1.6.1. The Contractor shall determine eligibility for services, in accordance with the eligibility requirements of Emergency Solutions Grant (ESG), for individuals, including but not limited to:

1.6.1.1. Verifying housing status, including, but not limited to:

1.6.1.1.1. Verification of literal homelessness as defined in Section 1.2.4., and Exhibit B-1, Homeless Definition, Recordkeeping Requirements and Criteria.

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1.6.1.1.2. At risk or imminent risk of homelessness.

1.6.2. The Contractor shall ensure documentation is in accordance with HUD's preferred method of verification as noted in 24 CFR 576.500 Recordkeeping and reporting requirements.

1.6.3. The Contractor shall ensure documentation that the household does not have sufficient resources or support networks, including, but not limited to,

family, friends, faith-based or other social networks, immediately available to prevent them from becoming or remaining literally homeless as indicated in Exhibit B-2, Homeless, Definition, Recordkeeping Requirements and Criteria.

1.6.4. The Contractor shall determine individual and family income eligibility for Rapid Rehousing and Homelessness Prevention services in accordance with U.S. Housing and Urban Development (HUD) regulations for ESG, as specified in 24 CFR 576.

1.6.5. The Contractor shall ensure eligible annual income of the participant includes, but is not limited to:

1.6.5.1. All earned and unearned income from all sources that go to any family member.

1.6.5.2. Annualized current income to determine projected annual income.

1.6.6. The Contractor shall document activities for households who engage in or apply for Street Outreach, Rapid Re-Housing, and/or Homelessness Prevention services according to HUD guidelines, which includes but is not limited to collecting information and documenting:

1.6.6.1. Immediate risks and/or crisis to individuals and families applying for assistance to determine if steps needed to avert physical or psychological danger or threat of immediate housing loss.

1.6.6.2. Basic demographic and contact information, including but not limited to name, age, dependents, other family, current location, contact phone numbers and addresses.

1.6.6.3. Barriers identified by participants that affect housing, which may include, but are not limited to, past due rent, landlord issues, credit history, criminal background, lack of employment, and lack of income.

1.6.6.4. Solutions as defined by participant wants or requests in relation to availability.

1.6.6.5. Additional risks and vulnerabilities for prioritizing purposes, which include, but are not limited to, severe rent burdens, domestic violence, prior incarceration or institutionalization, health or mental health issues, substance abuse, and other specific housing retention barriers.

1.6.7. The Contractor shall ensure sufficient licensed staff to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS).

1.6.8. The Contractor shall ensure staff providing services are trained in and follow NH HMIS policy.

1.6.9. The Contractor shall draft written policies and procedures, subject to BHS approval, for administering the program in compliance with ESG requirements. This includes, but is not limited to:

1.6.9.1. Standard policies and procedures for: coordinated entry referral process, evaluating and re-evaluating program eligibility;

1.6.9.2. Determining and prioritizing provision of assistance;

1.6.9.3. Determining the amount of on –going rental assistance a program participant may receive; administering rental assistance;

1.6.9.4. Adhering to Fair Market Rent when applicable, rent reasonableness, lead-based paint, and lease requirements;

1.6.9.5. Conducting habitability or housing quality standards inspections;

1.6.9.6. Terminating program assistance; and

1.6.9.7. The type, amount and duration of housing stabilization and other services each participant may receive, such as a maximum amount of assistance, maximum number of months a participant receives assistance, or maximum number of times the program participant may receive assistance.

1.6.9.8. Above Sections 1.6.9.2. through 1.6.9.7 are not applicable to Street Outreach.

1.6.10. The Contractor shall participate in annual on-site reviews of the Contractor operations conducted by the Department to ensure compliance with the contractual objectives.

1.6.11. The Department shall annually perform file reviews of the Contractor operations to ensure compliance with applicable federal and state laws.

1.6.12. The Department shall provide training for Contractor staff as needed.

1.6.13. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

1.6.14. <u>Street Outreach Program</u>

1.6.14.1. The Contractor shall conduct street outreach activities, in accordance with 24 CFR Part 576.101 in order to meet the needs of literally homeless individuals by connecting them with emergency shelter, housing, and/or critical health services.

1.6.14.2. The Contractor shall provide essential services to eligible individuals, which include but are not limited to:

1.6.14.2.1. Client engagement.

1.6.14.2.2. Providing funding to support costs of activities to locate, identify, and build relationships with unsheltered people experiencing homelessness and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to people experiencing homelessness and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs.

1.6.14.3. Case Management: The Contractor shall provide case management services to assess housing service needs, and arrange, coordinate and monitor the delivery of individualized services to meet the needs of the program participant.

1.6.14.3.1. Eligible services and activities are as follows: using the centralized or coordinated assessment system as required under § 576.400(d); conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.

1.6.14.4. Emergency Health Services: The Contractor shall provide direct or referrals for outpatient treatment of medical conditions and must ensure services are provided by licensed medical

professionals operating in community- based settings, including but not limited to:

1.6.14.4.1. Streets.

1.6.14.4.2. Parks.

1.6.14.4.3. Other places where unsheltered people experiencing homelessness are living.

1.6.14.5. The Contractor shall provide or refer for treatment including but not limited to:

1.6.14.5.1. Assessing a program participant's health problems and developing a treatment plan.

1.6.14.5.2. Assisting program participants to understand their health needs.

1.6.14.5.3. Providing directly or assisting program participants to obtain appropriate emergency medical treatment; and

1.6.14.5.4. Providing medication and follow- up services.

1.6.14.6. The Contractor shall ensure funding is used only for these services to the extent that other appropriate health services are inaccessible or unavailable within the area.

1.6.14.7. Emergency Mental Health Services: The Contractor shall provide direct or referrals for therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances.

1.6.14.8. The Contractor shall provide direct or referrals for outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living.

1.6.14.9. The Contractor shall provide or refer for crisis interventions, the prescription of psychotropic medications, explanation about the use and management of medications, and combinations of therapeutic approaches to address multiple problems.

1.6.14.10. Transportation: The Contractor shall provide transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people

to emergency shelters or other service facilities are also eligible. These costs include the following:

1.6.14.10.1. The cost of a program participant's travel on public transportation;

1.6.14.10.2. If service workers use their own vehicles, mileage allowance for service workers to visit program participants;

1.6.14.10.3. The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

1.6.14.11. Coordination of Efforts: To demonstrate area-wide systems coordination and integration of ESG assistance as described in the requirements listed at 24 CFR 576.400, the Contractor shall:

1.6.14.11.1. Participate in their region's Coordinated Entry System's intake, screening, and assessment process;

1.6.14.11.2. Ensure a direct connection with the local/regional Coordinated Entry Leadership Group within their respective region/locality;

1.6.14.11.3. Work together with the Coordinated Entry Leadership Group to determine gaps in existing street outreach teams within the CES region;

1.6.14.11.4. Ensure a direct connection with existing Street Outreach Programs to promote coordination and avoid duplication of efforts; and

1.6.14.11.5. Attend regional Continuum of Care meetings and coordinate with Local Service Delivery Area groups.

1.6.15. Rapid Re-Housing Program

1.6.15.1. The Contractor shall conduct Rapid Re-Housing activities, which provides housing placement and stabilization services as necessary to assist the literally homeless in shelters or in places not meant for human habitation to move as quickly as possible out of homelessness and in to permanent housing. The Contractor shall provide program participants with time- limited housing supports and strategies with the ultimate goal of housing stability in accordance with 24 CFR Part 576.104 in order to

move individuals experiencing homelessness to permanent housing.

1.6.15.2. Eligibility: The Contractor shall reassess income eligibility for individuals and families every twelve (12) months.

1.6.15.3. Rental Assistance: The Contractor shall provide short-and/or medium-term rental assistance services, which include but are not limited:

1.6.15.3.1. Short-term rental assistance.

1.6.15.3.2. Medium-term rental assistance.

1.6.15.3.3. Assistance with rental arrearages.

1.6.15.4. Tenant-Based Rental Assistance (TBRA): The Contractor shall provide TBRA, which includes but is not limited to:

1.6.15.4.1. Rental assistance for no more than a twenty- four (24) month period over a thirty-six (36) month period. The Contractor shall:

1.6.15.4.1.1. Enter into a rental assistance agreement with the owner or landlord on behalf of the program participant, ensuring that the Contractor shall receive a copy of all general notices, complaints, and notices of eviction from the landlord or owner.

1.6.15.4.1.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.

1.6.15.4.1.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.

1.6.15.4.1.4. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.

1.6.15.4.1.5. Ensure that rental assistance does not exceed the Fair Market Rent

established by HUD, as provided under 24 CFR Part 888.

1.6.15.4.1.6. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.

1.6.15.5. Housing Relocation and Stabilization Services: The Contractor shall provide housing relocation and stabilization services, in accordance with 24 CFR Part 576.104. The Contractor shall:

1.6.15.5.1. Provide financial assistance that may include, but is not limited to:

1.6.15.5.1.1. Rental application fees. Security deposits.

1.6.15.5.1.2. Last month's rent.

1.6.15.5.1.3. Utility deposits.

1.6.15.5.1.4. Utility payments.

1.6.15.5.1.5. Moving costs.

1.6.15.5.2. Provide services, or pay for costs of services provided. Eligible services costs must comply with all HUD regulations in 24 CFR 576.105, which include, but are not limited to:

1.6.15.5.2.1. Housing search and placement services.

1.6.15.5.2.2. Housing stability case management.

1.6.15.5.2.3. Mediation services.

1.6.15.5.2.4. Legal services.

1.6.15.5.2.5. Credit repair services.

1.6.15.6. The Contractor shall provide on-going housing stability case management for six (6) months after rental assistance has ended.

1.6.15.7. The Contractor shall ensure clients have access to educational activities that will assist clients with obtaining housing that they will be able to sustain once the financial assistance ends,

including but not limited to budgeting education; job search and interview skills training; and resume writing training.

1.6.15.8. The Contractor shall refer eligible individuals to community based services that will assist with addressing barriers to housing, as appropriate, using the local coordinated entry system.

1.6.15.9. The Contractor shall develop and submit an action plan to the Department for achieving housing stability, including assessment of housing for compliance with 24 CFR 576.105 housing relocation and stabilization services.

1.6.15.10. The Contractor shall conduct an inspection for each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards.

1.6.15.11. The Contractor shall ensure:

1.6.15.11.1. Occupied housing meets State and local housing requirements including, but not limited to, compliance with:

1.6.15.11.2. All applicable state and local housing codes. Licensing requirements.

1.6.15.11.3. All requirements regarding the condition of the structure.

1.6.15.11.4. All requirements regarding the operation of housing or services.

1.6.15.12. The Contractor shall ensure occupied housing meets the Lead-Based Paint Poisoning Prevention and Disclosure Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851- 4856), and implementing regulations in CFR part 35, subparts A, B, K, M, and R.

1.6.16. Homelessness Prevention Program

1.6.16.1. The Contractor shall conduct Homelessness Prevention activities that include providing housing relocation and stabilization services, and financial assistance as necessary in accordance with 24 CFR Part 576.103, in order to prevent individuals and families from moving into an emergency shelter or living in a public or private place not meant for humans.

1.6.16.2. The Contractor shall provide program participants at risk, or at imminent risk of homelessness with time-limited housing supports and strategies with the ultimate goal of housing stability.in accordance with 24 CFR Part 576.104.

1.6.16.3. Eligibility

1.6.16.3.1. *Screening and Targeting Tool:* The Contractor shall document eligibility using a standardized homelessness prevention screening form, provided by BHS. The purpose of the screening tool is to target ESG Homelessness Prevention resources to those who are most at-risk of becoming homeless. Furthermore, the eligibility criteria and targeting threshold score serve as a tool for prioritizing households eligible for homelessness prevention services when capacity for providing such is limited and also supports the Contractor in determining the intensity of homelessness prevention services that an eligible household may receive.

1.6.16.3.2. During intake, the Contractor shall document annual household income below 30 percent of median family income for the area, as determined by HUD.

1.6.16.3.3. The Contractor shall reassess income eligibility for individuals and families every three (3) months of program participation.

1.6.16.4. Eligible Activities

1.6.16.4.1. Rental Assistance: The Contractor shall provide short-and/or medium-term rental assistance services, which include but are not limited:

1.6.16.4.1.1. Short-term rental assistance.

1.6.16.4.1.2. Medium-term rental assistance.

1.6.16.4.1.3. Assistance with rental arrearages.

1.6.16.5. Tenant-Based Rental Assistance (TBRA): The Contractor shall provide TBRA, which includes but is not limited to:

1.6.16.5.1. Rental assistance for no more than twenty-four (24) months over a thirty-six (36) month period. The Contractor shall:

1.6.16.5.1.1. Enter into a rental assistance agreement with the owner or landlord on behalf of the program participant, ensuring that the Contractor receives a copy of all general notices, complaints, and notices of eviction from the landlord or owner.

1.6.16.5.1.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.

1.6.16.5.1.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.

1.6.16.5.1.4. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.

1.6.16.5.1.5. Ensure that rental assistance does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR Part 888.

1.6.16.6. Housing Relocation and Stabilization Services: The Contractor shall provide housing relocation and stabilization services, in accordance with 24 CFR Part 576.103. The Contractor shall:

1.6.16.6.1. Provide financial assistance that may include, but are not limited to:

1.6.16.6.1.1. Rental application fees.

1.6.16.6.1.2. Security deposits.

1.6.16.6.1.3. Last month's rent.

1.6.16.6.1.4. Utility deposits.

1.6.16.6.1.5. Utility payments.

1.6.16.6.1.6. Moving costs.

1.6.16.6.2. Provide services, or pay for costs for services provided, that may include, but are not limited to:

1.6.16.6.2.1. Housing search and placement services.

1.6.16.6.2.2. Housing stability case management.

1.6.16.6.2.3. Mediation services.

1.6.16.6.2.4. Legal services.

1.6.16.6.2.5. Credit repair services.

1.6.16.7. The Contractor shall make available on-going housing stability case management for six (6) months after rental assistance has ended.

1.6.16.8. The Contractor shall ensure clients have access to educational activities that will assist clients with obtaining housing that they will be able to sustain once the financial assistance ends, including but not limited to budgeting education; job search and interview skills training; and resume writing training.

1.6.16.9. The Contractor shall refer eligible individuals to community based services that will assist with addressing barriers to housing, as appropriate, using the local coordinated entry system.

1.6.16.10. The Contractor shall develop an action plan for achieving housing stability, including assessment of housing for compliance with 24 CFR 576.105 housing relocation and stabilization services.

1.6.16.11. The Contractor shall conduct an inspection for each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards. Additionally, the Contractor shall ensure:

1.6.16.11.1. Occupied housing meets state and local housing requirements including, but not limited to, compliance with:

1.6.16.11.2. All applicable state and local housing codes. Licensing requirements.

1.6.16.11.3. All requirements regarding the condition of the structure.

1.6.16.11.4. All requirements regarding the operation of housing or services.

1.6.16.12. The Contractor shall ensure occupied housing meets the Lead-Based Paint Poisoning Prevention and Disclosure Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851- 4856), and implementing regulations in CFR part 35, subparts A, B, K, M, and R.

1.6.17. Housing Stabilization

1.6.17.1. The Contractor shall determine eligibility, including completing a housing assessment, to ensure that households receiving housing stabilization assistance will reside in safe, sanitary housing that meets state and local housing codes.

1.6.17.2. The Contractor shall disburse funds or equivalent vouchers to landlords.

1.6.17.3. The Contractor shall assist eligible individuals with creating budgets that will assist with maintaining housing.

1.6.17.4. The Contractor shall refer eligible individuals to community-based services that will assist with addressing barriers to housing, as appropriate.

1.6.17.5. The Contractor shall provide supportive services, financial assistance, or activities necessary to prevent individuals or families from being evicted and entering into homelessness, with the goal of retaining suitable permanent housing. The Contractor shall:

1.6.17.5.1. Provide funding for first month's rent and/or security deposit as needed;

1.6.17.5.2. Provide financial assistance to mitigate the primary reason for a tenant's pending eviction, which may include but is not limited to making payments for back rent or back utilities;

1.6.17.5.3. Provide financial assistance for short-term storage rental in the event of eviction, not to exceed six (6) months;

1.6.17.5.4. Provide one-time financial assistance that directly impacts a household's ability to avoid eviction.

1.6.17.5.5. Facilitate landlord mediation and negotiation;

1.6.17.5.6. Assist individuals and families with connecting with legal services related to eviction proceedings;

1.6.17.5.7. Assist individuals and families with understanding leases;

1.6.17.5.8. Assist individuals and families with obtaining utility services;

1.6.17.5.9. Provide tenant counseling;

1.6.17.5.10. Provide information about and referrals to other providers;

1.6.17.5.11. Develop individualized housing and service plans that include planning a path to permanent housing stability;

1.6.17.5.12. Use the centralized or coordinated assessment system for housing prioritization;

1.6.17.5.13. Provide support through case management of those served once housed for continued success;

1.6.17.5.14. Provide ongoing risk assessment and safety planning for victims of domestic violence (DV), dating violence, sexual assault, and stalking in collaboration with DV Service Providers; and

1.6.17.5.15. Assist individuals and families with obtaining federal, state, and local benefits to obtain and maintain housing, which may include but is not limited to:

1.6.17.5.15.1. Childcare services.

1.6.17.5.15.2. Employmentand education resources.

1.6.17.5.15.3. Healthcare and mental health services.

1.6.17.5.15.4. Services for substance use disorder (SUD).

1.6.17.5.15.5. Life skills training.

1.6.17.5.15.6. Veteran services.

1.6.17.6. The Contractor shall enter client level data into the New Hampshire Homeless Management Information System (NH HMIS) and comply with all training and licensing requirements. Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. The Contractor shall comply with all privacy and security requirements set by the Department.

1.6.18. Coordination of Efforts for Rapid Rehousing and Homeless Prevention: To demonstrate area wide systems coordination and integration of ESG assistance as described in the requirements listed at 24 CFR 576.400, the Contractor shall:

1.6.18.1. Participate in their region's Coordinated Entry System to receive prioritized referrals for Homelessness Prevention and Rapid Rehousing;

1.6.18.2. Ensure a direct connection with the local/regional Coordinated Entry Leadership Group within their respective region/locality;

1.6.18.3. Ensure a direct connection with existing Rapid Rehousing and Homelessness Prevention Programs to promote coordination, leverage resources and avoid duplication of efforts; and

1.6.18.4. Attend regional Continuum of Care meetings and coordinate with Local Service Delivery Area groups.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

3.1. The Contractor shall submit an annual report to the Department within thirty (30) days following the end of the calendar year, to improve the administration of the program, and to report performance data to HUD. Data is subject to change as required by HUD. Reports include, but are not limited to:

3.1.1. ESG CAPER: Consolidated Annual Performance and Evaluation Report (CAPER). Data collection for the ESG portion of the CAPER is aligned with the most recent version of the HMIS Data Standards.

3.1.2. Housing Inventory Count (HIC): The Housing Inventory Count collects information about all of the beds and units in each Continuum of Care homeless system.

3.1.3. Point-In-Time (PIT) Count: The Point-in-Time Count provides a count of sheltered and unsheltered homeless persons from either the last biennial count or a more recent annual count. Counts are based on:

3.1.3.1. Number of persons in households without children;

3.1.3.2. Number of persons in households with at least one adult and one child

3.1.3.3. Number of persons in households with only children.

3.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

4. Performance Measures

4.1. The Department shall monitor performance of the Contractor by establishing and tracking outcomes measures in the following categories:

4.1.1. Street Outreach:

4.1.1.1. Ninety-five percent (95%) of unsheltered persons enrolled into the Street Outreach project will be provided permanent housing referrals.

4.1.1.2. Ninety-five percent (95%) of unsheltered persons enrolled into the Street Outreach project will be provided referrals to ongoing community resources.

4.1.1.3. Ten percent (10%) of persons served will move to permanent housing destinations as a result of street outreach services.

4.1.2. Rapid Rehousing

4.1.2.1. At least eighty percent (80%) of households served by the program will move into permanent housing in an average of 90 days or less.

4.1.2.2. At least eighty percent (80%) of households that exit the rapid re-housing program will exit into permanent housing.

4.1.2.3. At least eighty percent (80%) percent of households that exit a rapid re- housing program to permanent housing will not become homeless again within a year.

4.1.3. Homelessness Prevention and Housing Stabilization

4.1.3.1. At least eighty percent (80%) of households served by the program will resolve imminent housing crisis within an average of ninety (90) days or less.

4.1.3.2. At least eighty-five percent (85%) of households that exit a Homeless Prevention or Housing Stabilization project will exit into Permanent housing.

4.1.3.3. At least eighty percent (80%) of households that exit a Homeless Prevention or Housing Stabilization project into permanent housing will not enter into homelessness within a year.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

5.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

5.3. Credits and Copyright Ownership

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and

Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

5.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

5.5. Eligibility Determinations

5.5.1. Eligibility determinations shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

5.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

5.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and

any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Emergency Solutions Grant

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 27%, Emergency Solutions Grants Program, as awarded on August 6, 2021, by the US Department of Housing and Urban Development, CFDA 14.231, FAIN# E-21-DC-33-0001.
   1.2. 73% General funds.

2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a Sub-Recipient, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-5, Budget.

4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.

5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to 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

6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, 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.

12. Audits

    12.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if **any** of the following conditions exist:

        12.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

        12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

        12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

    12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

    12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

    12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the

New Hampshire Department of Health and Human Services
Emergency Solutions Grant

EXHIBIT C

Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1, SFY 2022 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Community Action Partnership of Stratford County

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 24,188.70	$ 3,846.00	$ 28,034.70	$ -	$ -	$ -	$ 24,188.70	$ 3,846.00	$ 28,034.70
2. Employee Benefits	$ 4,837.74	$ 769.20	$ 5,606.94	$ -	$ -	$ -	$ 4,837.74	$ 769.20	$ 5,606.94
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 832.00	$ 132.29	$ 964.29	$ -	$ -	$ -	$ 832.00	$ 132.29	$ 964.29
7. Occupancy	$ 2,000.00	$ 318.00	$ 2,318.00	$ -	$ -	$ -	$ 2,000.00	$ 318.00	$ 2,318.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 960.00	$ 152.64	$ 1,112.64	$ -	$ -	$ -	$ 960.00	$ 152.64	$ 1,112.64
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 2,666.67	$ 424.00	$ 3,090.67	$ -	$ -	$ -	$ 2,666.67	$ 424.00	$ 3,090.67
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Street Outreach	$ 21,311.00	$ -	$ 21,311.00	$ 20,311.00	$ -	$ 20,311.00	$ 1,000.00	$ -	$ 1,000.00
Rapid Re-Housing	$ 15,350.00	$ -	$ 15,350.00	$ 7,800.00	$ -	$ 7,800.00	$ 7,550.00	$ -	$ 7,550.00
Homeless Prevention	$ 11,575.00	$ -	$ 11,575.00	$ 7,800.00	$ -	$ 7,800.00	$ 3,775.00	$ -	$ 3,775.00
Housing Stabilization	$ 340,191.77	$ -	$ 340,191.77	$ 50,000.00	$ -	$ 50,000.00	$ 290,191.77	$ -	$ 290,191.77
TOTAL	$ 423,912.87	$ 5,642.13	$ 429,555.00	$ 85,911.80	$ -	$ 85,911.80	$ 338,001.07	$ 5,643.13	$ 343,644.00
Indirect As A Percent of Direct		1.3%							

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Contractor Initials
Date 6/27/2022

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Exhibit C-2, SFY 2023 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Community Action Partnership of Strafford County

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2022 - June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 72,566.92	$ 11,538.14	$ 84,105.06	$ -	$ -	$ -	$ 72,566.92	$ 11,538.14	$ 84,105.06
2. Employee Benefits	$ 14,513.38	$ 2,307.63	$ 16,821.01	$ -	$ -	$ -	$ 14,513.38	$ 2,307.63	$ 16,821.01
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 1,500.00	$ 238.50	$ 1,738.50	$ -	$ -	$ -	$ 1,500.00	$ 238.50	$ 1,738.50
6. Travel	$ 2,498.00	$ 396.86	$ 2,892.86	$ -	$ -	$ -	$ 2,498.00	$ 396.86	$ 2,892.86
7. Occupancy	$ 6,000.00	$ 954.00	$ 6,954.00	$ -	$ -	$ -	$ 6,000.00	$ 954.00	$ 6,954.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,880.00	$ 457.92	$ 3,337.92	$ -	$ -	$ -	$ 2,880.00	$ 457.92	$ 3,337.92
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 8,000.00	$ 1,272.00	$ 9,272.00	$ -	$ -	$ -	$ 8,000.00	$ 1,272.00	$ 9,272.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Street Outreach	$ 20,311.00	$ -	$ 20,311.00	$ 20,311.00	$ -	$ 20,311.00	$ -	$ -	$ -
Rapid Re-Housing	$ 7,800.00	$ -	$ 7,800.00	$ 7,800.00	$ -	$ 7,800.00	$ -	$ -	$ -
Homeless Prevention	$ 7,800.00	$ -	$ 7,800.00	$ 7,800.00	$ -	$ 7,800.00	$ -	$ -	$ -
Housing Stabilization	$ 215,932.65	$ -	$ 215,932.65	$ 38,482.00	$ -	$ 38,482.00	$ 176,450.65	$ -	$ 176,450.65
TOTAL	$ 369,799.95	$ 17,165.05	$ 386,965.00	$ 75,393.00	$ -	$ 75,393.00	$ 294,406.95	$ 17,165.05	$ 381,572.00
Indirect As A Percent of Direct		4.8%							

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Date 6/2/2022

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Exhibit C-3, SFY 2024 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Community Action Partnership of Strafford County

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2023 - June 30, 2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 74,744.46	$ 11,884.37	$ 86,628.83	$ -	$ -	$ -	$ 74,744.46	$ 11,884.37	$ 86,628.83
2. Employee Benefits	$ 14,948.89	$ 2,376.87	$ 17,325.76	$ -	$ -	$ -	$ 14,948.89	$ 2,376.87	$ 17,325.76
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 1,500.00	$ 238.50	$ 1,738.50	$ -	$ -	$ -	$ 1,500.00	$ 238.50	$ 1,738.50
6. Travel	$ 2,490.00	$ 396.86	$ 2,892.86	$ -	$ -	$ -	$ 2,490.00	$ 396.86	$ 2,892.86
7. Occupancy	$ 8,000.00	$ 954.00	$ 8,954.00	$ -	$ -	$ -	$ 8,000.00	$ 954.00	$ 8,954.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,880.00	$ 457.92	$ 3,337.92	$ -	$ -	$ -	$ 2,880.00	$ 457.92	$ 3,337.92
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 8,000.00	$ 1,272.00	$ 9,272.00	$ -	$ -	$ -	$ 8,000.00	$ 1,272.00	$ 9,272.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Street Outreach	$ 20,311.00	$ -	$ 20,311.00	$ 20,311.00	$ -	$ 20,311.00	$ -	$ -	$ -
Rapid Re-Housing	$ 7,800.00	$ -	$ 7,800.00	$ 7,800.00	$ -	$ 7,800.00	$ -	$ -	$ -
Homeless Prevention	$ 7,800.00	$ -	$ 7,800.00	$ 7,800.00	$ -	$ 7,800.00	$ -	$ -	$ -
Housing Stabilization	$ 212,904.12	$ -	$ 212,904.12	$ 38,482.00	$ -	$ 38,482.00	$ 173,422.12	$ -	$ 173,422.12
TOTAL	$ 359,384.47	$ 17,580.53	$ 376,965.00	$ 75,393.00	$ -	$ 75,393.00	$ 283,991.47	$ 17,580.53	$ 301,572.00
Indirect As A Percent of Direct		4.9%							

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Exhibit C-4, SFY 2025 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Community Action Partnership of Strafford County

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2024 - June 30, 2025

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 76,986.12	$ 12,240.79	$ 89,226.91	$ -	$ -	$ -	$ 76,986.12	$ 12,240.79	$ 89,226.91
2. Employee Benefits	$ 15,387.22	$ 2,448.16	$ 17,845.38	$ -	$ -	$ -	$ 15,387.22	$ 2,448.16	$ 17,845.38
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 1,500.00	$ 238.50	$ 1,738.50	$ -	$ -	$ -	$ 1,500.00	$ 238.50	$ 1,738.50
6. Travel	$ 2,496.00	$ 396.86	$ 2,892.86	$ -	$ -	$ -	$ 2,496.00	$ 396.86	$ 2,892.86
7. Occupancy	$ 6,000.00	$ 954.00	$ 6,954.00	$ -	$ -	$ -	$ 6,000.00	$ 954.00	$ 6,954.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,880.00	$ 457.92	$ 3,337.92	$ -	$ -	$ -	$ 2,880.00	$ 457.92	$ 3,337.92
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 7,768.18	$ 1,235.14	$ 9,003.32	$ -	$ -	$ -	$ 7,768.18	$ 1,235.14	$ 9,003.32
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Street Outreach	$ 20,311.00	$ -	$ 20,311.00	$ 20,311.00	$ -	$ 20,311.00	$ -	$ -	$ -
Rapid Re-Housing	$ 7,800.00	$ -	$ 7,800.00	$ 7,800.00	$ -	$ 7,800.00	$ -	$ -	$ -
Homeless Prevention	$ 7,800.00	$ -	$ 7,800.00	$ 7,800.00	$ -	$ 7,800.00	$ -	$ -	$ -
Housing Stabilization	$ 210,055.10	$ -	$ 210,055.10	$ 39,482.00	$ -	$ 39,482.00	$ 170,573.10	$ -	$ 170,573.10
TOTAL	$ 354,993.62	$ 17,971.38	$ 372,965.00	$ 75,393.00	$ -	$ 75,393.00	$ 283,600.62	$ 17,971.38	$ 301,572.00
Indirect As A Percent of Direct		5.0%							

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Exhibit C-5, SFY 2026 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Community Action Partnership of Strafford County

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2025 - January 1, 2026

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 38,736.70	$ 6,159.43	$ 44,896.10	$ -	$ -	$ -	$ 38,736.70	$ 6,159.43	$ 44,896.10
2. Employee Benefits	$ 7,747.74	$ 1,231.89	$ 8,979.63	$ -	$ -	$ -	$ 7,747.74	$ 1,231.89	$ 8,979.63
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 1,500.00	$ 238.50	$ 1,738.50	$ -	$ -	$ -	$ 1,500.00	$ 238.50	$ 1,738.50
6. Travel	$ 1,248.00	$ 198.43	$ 1,446.43	$ -	$ -	$ -	$ 1,248.00	$ 198.43	$ 1,446.43
7. Occupancy	$ 3,000.00	$ 477.00	$ 3,477.00	$ -	$ -	$ -	$ 3,000.00	$ 477.00	$ 3,477.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,440.00	$ 228.98	$ 1,668.98	$ -	$ -	$ -	$ 1,440.00	$ 228.98	$ 1,668.98
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 2,982.50	$ 633.22	$ 4,615.72	$ -	$ -	$ -	$ 2,982.50	$ 633.22	$ 4,615.72
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Street Outreach	$ 20,311.00	$ -	$ 20,311.00	$ 20,311.00	$ -	$ 20,311.00	$ -	$ -	$ -
Rapid Re-Housing	$ 7,800.00	$ -	$ 7,800.00	$ 7,800.00	$ -	$ 7,800.00	$ -	$ -	$ -
Homeless Prevention	$ 7,800.00	$ -	$ 7,800.00	$ 7,800.00	$ -	$ 7,800.00	$ -	$ -	$ -
Housing Stabilization	$ 210,875.85	$ -	$ 210,875.85	$ 28,571.25	$ -	$ 28,571.25	$ 181,104.60	$ -	$ 181,104.60
TOTAL	$ 313,343.79	$ 9,167.45	$ 322,411.25	$ 64,482.25	$ -	$ 64,482.25	$ 248,761.54	$ 9,167.45	$ 257,929.00
Indirect As A Percent of Direct		2.9%							

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Community Action Partnership of Strafford Count

DocuSigned by:
Betsey Andrews Parker
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6/2/2022
Date

Name: Betsey Andrews Parker
Title: CEO

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CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Community Action Partnership of Strafford Count

6/2/2022
Date

DocuSigned by:
Betsey Andrews Parker
Name: Betsey Andrews Parker
Title: CEO

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Community Action Partnership of Strafford Co

6/2/2022
Date

DocuSigned by:
Betsey Andrews Parker
Name: Betsey Andrews Parker
Title: CEO

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CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Community Action Partnership of Strafford Cc

6/2/2022
Date

DocuSigned by:
Betsey Andrews Parker
Name: Betsey Andrews Parker
Title: CEO

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CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Community Action Partnership of Strafford Co

6/2/2022
Date

DocuSigned by:
Betsey Andrews Parker
Name: Betsey Andrews Parker
Title: CEO

DocuSign Envelope ID: 936D5D7C-D7D1-433F-B773-92F4C28920EE

DocuSign Envelope ID: E28CCA35-F0FE-497A-95AC-F65B54D41AC3

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n: "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

Contractor Initials BAP

Date 6/2/2022

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Community Action Partnership of Strafford County
The State	Name of the Contractor
Karen Hebert	Betsey Andrews Parker
Signature of Authorized Representative	Signature of Authorized Representative
Karen Hebert	Betsey Andrews Parker
Name of Authorized Representative	Name of Authorized Representative
Division Director	CEO
Title of Authorized Representative	Title of Authorized Representative
6/6/2022	6/2/2022
Date	Date

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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Community Action Partnership of Strafford Co

6/2/2022
Date

DocuSigned by:
Betsey Andrews Parker
Name: Betsey Andrews Parker
Title: CEO

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 099356586

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

Contractor Initials DS BAP

Date 6/2/2022

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials DS BAP

Date 6/2/2022

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Emergency Solutions Grant contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Easter Seals New Hampshire ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #56), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection, 1.1, Paragraph 3, Subparagraph 3.3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

2. Modify Exhibit B, Scope of Services, Section 1.6., Scope of Services Applicable to all Services, Subsection 1.6.15., Housing Stabilization, to read:

   1.6.15. Housing Stabilization

   1.6.15.1. The Contractor shall conduct Housing Stabilization activities that include providing housing stability case management, and financial assistance as necessary in order to prevent evictions, homelessness or resolve other housing instability conditions that could lead to unsheltered homelessness. The Contractor shall provide program participants at risk of homelessness, or who otherwise meet one of the conditions of housing instability with housing supports and strategies with the ultimate goal of housing stability.

   1.6.15.2. Eligibility

   1.6.15.2.1. The Contractor shall assess eligibility for program participants verification of housing crisis, including but not limited to: a notice of arrears or balance overdue, court summons, notice to quit, notice of eviction, documentation of housing which does not meet minimum standards and local minimum requirements for use and occupancy (including NH RSA:48-A:14), presence of mold or lead paint hazards, utilities not in service/no heat, city or town notice of code violation(s), overcrowded (more than two persons per bedroom), letter from host temporarily staying with friends or relatives or documentation demonstrating the households is at risk of unsheltered homelessness following the end of the emergency COVID-19 federal public health assistance.

   1.6.15.2.2. Individuals and families must have an annual income below 80 percent of median family income for the area, as determined by HUD.

1.6.15.2.3. The Contractor shall reassess income eligibility for individuals and families every twelve (12) months.

1.6.15.3. Eligible Activities

1.6.15.3.1. Temporary financial assistance payments made on behalf of program participants to help the participant remain in permanent housing or obtain permanent housing. Temporary financial assistance must be reasonable and must be provided as part of a plan to address the participant's future ability to pay their own expenses. All financial assistance provide must be to third party and not to participants directly. Financial Assistance includes:

1.6.15.3.1.1. Security/ Utility Deposit Assistance:

1.6.15.3.1.1.1. Deposit payment assistance includes the payment of security or utility deposits to help the participant obtain permanent housing

1.6.15.3.1.1.2. Deposit payment assistance may be provided on behalf of eligible participants. This assistance does not count towards the monthly assistance restrictions for both rent and allowable utilities.

1.6.15.4. Rental Assistance: The Contractor shall provide rental assistance services, mobile home lot rent when the participant owns or rents the mobile home; and penalties or fees to help a participant remain in or obtain permanent housing which include but are not limited to:

1.6.15.4.1. Assistance with rental arrearages.

1.6.15.4.2. Tenant based rental assistance, which includes but is not limited to:

1.6.15.4.2.1. Rental Assistance for no more than twenty-four (24) months over a thirty-six (36) month period. The Contractor shall:

1.6.15.4.2.1.1. Enter into a rental assistance agreement with the owner or landlord on behalf of the program participant, ensuring that the Contractor receives a copy of all general notices, complaints, and notices of eviction from the landlord or owner.

1.6.15.4.2.1.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.

1.6.15.4.2.1.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.

1.6.15.4.2.1.4. Ensure rental units comply with rent reasonableness.

1.6.15.5. Childcare Services: The Contractor shall provide childcare fees and services, which include but are not limited to:

1.6.15.5.1. Payments on behalf of a participant to an "eligible child care provider" providing childcare services.

1.6.15.5.1.1. An "eligible child care provider" is a provider of childcare services for compensation, including a provider of care for a school-age child during non-school hours (day camps and overnight, residential camps), that:

1.6.15.5.1.1.1. Is licensed, regulated, registered, or otherwise legally operating under state and local law.

1.6.15.5.2. Payments are only eligible if the assistance will improve a participant's housing stability.

1.6.15.6. Transportation Services: The Contractor shall provide transportation assistance to participants if the assistance will improve a participant's housing stability. Eligible costs include but are not limited to:

1.6.15.6.1. Vehicle repair or maintenance assistance on behalf of a participant. Maximum $2000 annually.

1.6.15.6.2. For participants with their own vehicle, contractors may provide gas cards to assist with housing stability.

1.6.15.6.3. Public Transportation expenses, including bus passes, taxi or ride share costs.

1.6.15.7. Utility Payment Assistance: The Contractor shall provide utility payment assistance, which includes but is not limited to:

1.6.15.7.1. The payment of utility costs (i.e. heat, electricity, water, sewer and garbage collection) to help the participant obtain or retain permanent housing. Payment must be made by the sub-recipient directly to a utility company. Participant, legal representative or a member of the household must have an account in his/her name with a utility company or proof of responsibility to make payments.

1.6.15.7.2. The payment of utility arrears.

1.6.15.8. Moving Costs: The Contractor shall provide moving costs assistance. Moving costs payment assistance includes costs necessary to help the participant obtain safe permanent housing, including but not limited to the following:

1.6.15.8.1. Reasonable costs such as truck rental or hiring a moving company.

1.6.15.8.2. Short-term storage fees for a maximum of 6 months.

1.6.15.9. Landlord incentives: The Contractor shall provide costs of paying for landlord incentives as reasonable and necessary to obtain housing for individuals and families experiencing homelessness at risk of homelessness or who otherwise meet conditions of housing instability.

1.6.15.9.1. The Contractor shall offer landlord incentives that include:

1.6.15.9.1.1. Signing bonuses equal to up to 2 months of rent;

1.6.15.9.1.2. Security deposits equal to up to 3 months of rent;

1.6.15.9.1.3. Paying the cost to repair damages caused by the program participant not covered by the security deposit or that are occurred while the program participant is still residing in the unit; and,

1.6.15.9.1.4. Paying the costs of extra cleaning or maintenance.

1.6.15.10. General Housing Stability Assistance: The Contractor shall provide provision of goods or payment of expenses not included in other Housing Stabilization categories but which are directly related to supporting a participant's housing stability. All such expenses must relate to a participant's ability to gain or keep employment or permanent housing. Such assistance is offered only when it is not available through existing mainstream resources or as emergency assistance while mainstream resources are pending. This assistance must be paid directly to a third party.

1.6.15.10.1. Expenses Associated With Gaining Or Keeping Education Or Employment

1.6.15.10.1.1. Eligible items include but are not limited to:

1.6.15.10.1.1.1. Uniforms, tools, driver's license/state identification fees, license/certification costs required for employment, documentation acquisition fees such as for Social Security Number or birth certificate, school supply costs (where other funding is not available), document court filing fees, costs of internet for remote learning or employment, the costs of cell phone and cell phone minutes, and short term training leading to employment, where other funding is not available.

1.6.15.10.2. Expenses Associated With Moving Into Permanent Housing

1.6.15.10.2.1. Eligible items include but are not limited to:

1.6.15.10.2.1.1. Bed delivery costs, bed frames, conventional mattresses, air mattresses, box springs, bedding (sheets, pillowcases, and pillows), basic kitchen utensils, and cleaning supplies.

1.6.15.10.3. Expenses Necessary For Securing And Maintaining Appropriate Permanent Housing

1.6.15.10.3.1. Eligible items include but are not limited to:

1.6.15.10.3.1.1. Fees for rental applications, background checks, housing inspections, credit score checks, credit counseling, criminal background checks, tenancy screening reports, financial literacy class, document court filing fees, and documentation acquisition such as for Social Security Number or birth certificates. Items necessary for life or safety provided on a temporary basis to address an emergency. Eligible items include but are not limited to: food, baby formula, diapers, and winter clothing.

1.6.15.11. Emergency Housing Assistance: The Contractor shall provide short-term emergency housing assistance to eligible participants. The goal of emergency housing assistance is to ensure household safety in the case where maintaining permanent housing is not an option AND shelter beds, transitional housing, or other resources are not available AND subsequent rental housing is not immediately available for move-in by the participant.

1.6.15.11.1. Funds can be used to pay for cleaning of hotel and motel rooms used by program participants as well as to repair damages caused by program participants above normal wear and tear of the room.

1.6.15.11.2. The Contractor shall provide assistance to short-term commercial residences such as hotels only- private residences are not eligible, nor are agencies already funded to provide emergency shelter.

1.6.15.11.3. Emergency Housing Assistance costs cannot exceed the reasonable community standard for such housing (i.e., cost of hotel must be similar to other basic hotel accommodations available in the community).

1.6.15.11.4. This assistance is for emergency use only and is capped at 14 days per household annually. A formal request with extenuating circumstances would need to be reviewed and approved by BHS to extend that cap. Subrecipients should work with mainstream resources to cost share where able.

1.6.15.12. Housing Stability Case Management: The Contractor shall provide Housing First, housing-focused case management services.

1.6.15.12.1. The Contractor shall refer to or pay for costs for services provided, that shall include, but are not limited to:

1.6.15.12.1.1. Income Assistance.

1.6.15.12.1.2. Employment and Benefits Assistance.

1.6.15.12.1.3. Educational Assistance.

1.6.15.12.1.4. Health Care Services including Mental Health Services.

1.6.15.12.1.5. Mediation services.

1.6.15.12.1.6. Legal services.

1.6.15.12.1.7. Budgeting and Credit repair services.

1.6.15.12.1.8. Mainstream resources.

1.6.15.13. The Contractor shall make available on-going housing stability case management for six (6) months after rental assistance has ended.

1.6.15.14. The Contractor shall ensure clients have access to educational activities that will assist clients with obtaining housing that they will be able to sustain once the financial assistance ends, including but not limited to budgeting education; job search and interview skills training; and resume writing training.

1.6.15.15. The Contractor shall refer eligible individuals to community based services that will assist with addressing barriers to housing, as appropriate, using the local coordinated entry system.

1.6.15.16. The Contractor shall develop an action plan for achieving housing stability.

1.6.15.17. The Contractor shall conduct an inspection for each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards to ensure that households receiving assistance will reside in safe, sanitary housing that meets state and local housing codes.

1.6.15.18. The Contractor shall ensure:

1.6.15.18.1. Occupied housing meets state and local housing requirements including, but not limited to, compliance with:

1.6.15.18.1.1. All applicable state and local housing codes. Licensing requirements.

1.6.15.18.1.2. All requirements regarding the condition of the structure.

1.6.15.18.1.3. All requirements regarding the operation of housing or services.

1.6.15.19. The Contractor shall ensure occupied housing meets the Lead-Based Paint Poisoning Prevention and Disclosure Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851- 4856), and implementing regulations in CFR part 35, subparts A, B, K, M, and R.

1.6.15.20. The Contractor shall enter client level data into the New Hampshire Homeless Management Information System (NH HMIS) and comply with all training and licensing requirements. Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. The Contractor shall comply with all privacy and security requirements set by the Department.

1.6.15.21. The Contractor shall ensure sufficient licensed staff to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS).

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

9/28/2022
Date

DocuSigned by:
Karen Hebert
Name: Karen Hebert
Title: Division Director

Easter Seals New Hampshire

9/28/2022
Date

DocuSigned by:
Lisabritt Solsky-Stevens
Name: Lisabritt Solsky-Stevens
Title: Chief Government Relations & Compliance Officer

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

OFFICE OF THE ATTORNEY GENERAL

9/29/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: 9EB9C975-95A4-45AA-8606-D7BCF8EEBBD1

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that EASTER SEALS NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 06, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **61290**

Certificate Number: **0005774611**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of May A.D. 2022.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 9EB9C975-95A4-45AA-8606-D7BCF8EEBBD1

CERTIFICATE OF AUTHORITY

I, Cynthia Ross, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Easter Seals New Hampshire, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 9, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Maureen Beauregard, President & CEO; Lisabritt Solsky Stevens, Chief Growth Officer; and Tina Sharby (Chief Human Resources Officer) (may list more than one person)
(Name and Title of Contract Signatory)

are duly authorized on behalf of Easter Seals New Hampshire, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 8/30/2022

Cynthia Ross
Signature of Elected Officer
Name: Cynthia Ross
Title: Assistant Secretary

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Client#: 497072 EASTESEA7

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Linda Jaeger, CIC PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: linda.jaeger@usi.com
INSURED Easter Seals New Hampshire, Inc. 555 Auburn Street Manchester, NH 03103	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Indemnity Insurance Co. — 18058 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X	X	PHPK2454548	09/01/2022	09/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $100,000 $5,000 $1,000,000 $3,000,000 $3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	PHPK2454546	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10K	X	X	PHUB829174	09/01/2022	09/01/2023	EACH OCCURRENCE AGGREGATE $	$15,000,000 $15,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	EDP			PHPK2454548	09/01/2022	09/01/2023	$1,619,050 Special Form Incl Theft $500 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Supplemental Names*:Easter Seals ME, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc.,*. The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the Named Insured and the Certificate Holder that requires such status, and only with regard to the above referenced on (See Attached Descriptions)

CERTIFICATE HOLDER

Department of Health & Human Services, State of NH
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DGSZP

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DESCRIPTIONS (Continued from Page 1)

behalf of the Named Insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Courtney Mitchell PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: cmitchell@hayscompanies.com
INSURED Easter Seals New Hampshire, Inc 555 Auburn Street Manchester NH 03103	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: The North River Insurance Company — 21105 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 22-23 WC** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			406-738254-6	1/1/2022	1/1/2023	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insured includes Manchester Alcoholism Rehabilitation Inc.. dba Farnum Center

CERTIFICATE HOLDER

Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Hays/CEMITC

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easterseals

Mission:

Easterseals provides exceptional services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.

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BAKER NEWMAN NOYES

Easter Seals New Hampshire, Inc. and Subsidiaries

Consolidated Financial Statements and Other Financial Information

Years Ended August 31, 2021 and 2020
With Independent Auditors' Report

Baker Newman & Noyes LLC
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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION

For the Years Ended August 31, 2021 and 2020

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2021 and 2020, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 14, 2021, on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Easter Seals New Hampshire's, Inc. and Subsidiaries' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

Baker Newman & Noyes LLC
Manchester, New Hampshire
December 14, 2021

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2021 and 2020

	2021	2020
ASSETS		
Current assets:		
Cash and cash equivalents	$14,389,013	$ 8,234,594
Restricted cash	82,461	–
Short-term investments, at fair value	10,681,421	3,555,005
Program and other accounts receivable	8,593,338	9,046,180
Contributions receivable, net	224,865	329,945
Prepaid expenses and other current assets	633,702	700,139
Total current assets	34,604,800	21,865,863
Assets limited as to use	2,357,939	2,154,522
Investments, at fair value	15,889,181	13,850,923
Other assets	378,877	143,015
Fixed assets, net	29,899,801	28,462,718
	$83,130,598	$66,477,041
LIABILITIES AND NET ASSETS		
Current liabilities:		
Accounts payable	$ 2,312,551	$ 2,000,480
Accrued expenses	6,895,135	7,155,936
Deferred revenue	1,862,583	1,339,654
Current portion of interest rate swap agreement	387,067	389,577
Current portion of long-term debt	1,222,914	2,198,630
Total current liabilities	12,680,250	13,084,277
Other liabilities	2,682,812	2,154,522
Interest rate swap agreement, less current portion	1,851,184	2,507,497
Long-term debt, less current portion, net	28,771,371	18,746,040
Total liabilities	45,985,617	36,492,336
Net assets:		
Without donor restrictions	31,026,464	23,812,787
With donor restrictions	6,118,517	6,171,918
Total net assets	37,144,981	29,984,705
	$83,130,598	$66,477,041

See accompanying notes.

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
Public support and revenue:			
Public support:			
Contributions, net	$ 732,689	$ 327,971	$ 1,060,660
Special events, net of related direct costs of $643,937	1,171,144	208,832	1,379,976
Annual campaigns, net of related direct costs of $42,502	418,831	37,458	456,289
Bequests	4,091	–	4,091
Net assets released from restrictions	837,627	(837,627)	–
Total public support	3,164,382	(263,366)	2,901,016
Revenue:			
Fees and tuition	60,020,761	–	60,020,761
Grants	33,096,374	–	33,096,374
Dividend and interest income	625,522	8,878	634,400
Rental income	29,775	–	29,775
Other	549,546	–	549,546
Total revenue	94,321,978	8,878	94,330,856
Total public support and revenue	97,486,360	(254,488)	97,231,872
Operating expenses:			
Program services:			
Public health education	42,458	–	42,458
Professional education	3,192	–	3,192
Direct services	82,595,976	–	82,595,976
Total program services	82,641,626	–	82,641,626
Supporting services:			
Management and general	9,427,520	–	9,427,520
Fundraising	1,249,556	–	1,249,556
Total supporting services	10,677,076	–	10,677,076
Total functional expenses	93,318,702	–	93,318,702
Support of National programs	105,185	–	105,185
Total operating expenses	93,423,887	–	93,423,887
Increase (decrease) in net assets from operations	4,062,473	(254,488)	3,807,985

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
Other non-operating expenses, gains and losses:			
Change in fair value of interest rate swap	$ 658,823	$ –	$ 658,823
Net unrealized and realized gains on investments, net	1,830,767	201,783	2,032,550
Decrease in fair value of beneficial interest in trust held by others	–	(696)	(696)
Loss on sales and disposals of fixed assets	(40,958)	–	(40,958)
Contribution of net assets from acquisition – see Note 15	702,572	–	702,572
	3,151,204	201,087	3,352,291
Total increase (decrease) in net assets	7,213,677	(53,401)	7,160,276
Net assets at beginning of year	23,812,787	6,171,918	29,984,705
Net assets at end of year	$31,026,464	$6,118,517	$37,144,981

See accompanying notes.

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
Public support and revenue:			
Public support:			
Contributions, net	$ 635,769	$ 560,250	$ 1,196,019
Special events, net of related direct costs of $796,900	771,249	86,820	858,069
Annual campaigns, net of related direct costs of $87,600	369,157	62,978	432,135
Bequests	221,908	–	221,908
Net assets released from restrictions	755,040	(755,040)	–
Total public support	2,753,123	(44,992)	2,708,131
Revenue:			
Fees and tuition	63,063,228	–	63,063,228
Grants	28,717,978	–	28,717,978
Dividend and interest income	580,379	18,073	598,452
Rental income	34,045	–	34,045
Other	524,750	–	524,750
Total revenue	92,920,380	18,073	92,938,453
Total public support and revenue	95,673,503	(26,919)	95,646,584
Operating expenses:			
Program services:			
Public health education	129,094	–	129,094
Professional education	10,963	–	10,963
Direct services	84,460,373	–	84,460,373
Total program services	84,600,430	–	84,600,430
Supporting services:			
Management and general	8,802,004	–	8,802,004
Fundraising	891,482	–	891,482
Total supporting services	9,693,486	–	9,693,486
Total functional expenses	94,293,916	–	94,293,916
Support of National programs	83,093	–	83,093
Total operating expenses	94,377,009	–	94,377,009
Increase (decrease) in net assets from operations	1,296,494	(26,919)	1,269,575

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
Other non-operating expenses, gains and losses:			
Change in fair value of interest rate swap	$ (242,081)	$ –	$ (242,081)
Net unrealized and realized gains on investments, net	711,416	94,474	805,890
Increase in fair value of beneficial interest in trust held by others	–	21,320	21,320
Other non-operating gains	1,502	–	1,502
	470,837	115,794	586,631
Total increase in net assets	1,767,331	88,875	1,856,206
Net assets at beginning of year	22,045,456	6,083,043	28,128,499
Net assets at end of year	$23,812,787	$6,171,918	$29,984,705

See accompanying notes.

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2021

	Program Services				Supporting Services			Total Program and Supporting Services Expenses	
	Public Health Education	Profes-sional Education	Direct Services	Total	Manage-ment and General	Fund-Raising	Total	2021	2020
Salaries and related expenses	$11,096	$ –	$64,176,399	$64,187,495	$6,044,992	$ 870,368	$ 6,915,360	$71,102,855	$72,786,243
Professional fees	17,291	–	7,842,755	7,860,046	2,100,809	164,328	2,265,137	10,125,183	9,192,052
Supplies	790	–	1,989,877	1,990,667	131,147	39,046	170,193	2,160,860	2,332,888
Telephone	–	–	513,962	513,962	184,045	1,810	185,855	699,817	680,452
Postage and shipping	–	–	25,110	25,110	19,618	7,956	27,574	52,684	53,535
Occupancy	–	–	2,389,582	2,389,582	338,318	70,122	408,440	2,798,022	2,765,081
Outside printing, artwork and media	5,090	–	4,927	10,017	5,130	5,852	10,982	20,999	51,796
Travel	7	–	1,236,068	1,236,075	13,024	1,686	14,710	1,250,785	1,538,838
Conventions and meetings	–	3,192	55,272	58,464	16,905	2,432	19,337	77,801	201,166
Specific assistance to individuals	–	–	1,379,455	1,379,455	108	–	108	1,379,563	962,562
Dues and subscriptions	–	–	25,725	25,725	13,398	4,003	17,401	43,126	33,721
Minor equipment purchases and equipment rentals	775	–	153,295	154,070	158,601	4,137	162,738	316,808	307,379
Ads, fees and miscellaneous	7,409	–	222,711	230,120	84,777	73,409	158,186	388,306	533,260
Interest	–	–	764,208	764,208	144,791	–	144,791	908,999	936,518
Depreciation and amortization	–	–	1,816,630	1,816,630	171,857	4,407	176,264	1,992,894	1,952,115
Miscellaneous business tax	–	–	–	–	–	–	–	–	(33,690)
	$42,458	$ 3,192	$82,595,976	$82,641,626	$9,427,520	$1,249,556	$10,677,076	$93,318,702	$94,293,916
	0.05%	0.00%	88.51%	88.56%	10.10%	1.34%	11.44%	100.00%	100.00%

See accompanying notes.

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2020

	Program Services				Supporting Services			Total Program and Supporting Services Expenses
	Public Health Education	Profes-sional Education	Direct Services	Total	Manage-ment and General	Fund-Raising	Total	2020
Salaries and related expenses	$ 63,997	$ –	$66,101,195	$66,165,192	$5,930,175	$690,876	$6,621,051	$72,786,243
Professional fees	16,450	–	7,431,705	7,448,155	1,692,500	51,397	1,743,897	9,192,052
Supplies	1,403	–	2,250,675	2,252,078	53,836	26,974	80,810	2,332,888
Telephone	–	–	472,978	472,978	203,806	3,668	207,474	680,452
Postage and shipping	670	–	24,322	24,992	19,191	9,352	28,543	53,535
Occupancy	–	–	2,375,772	2,375,772	323,638	65,671	389,309	2,765,081
Outside printing, artwork and media	15,707	–	9,823	25,530	10,063	16,203	26,266	51,796
Travel	20	–	1,517,141	1,517,161	16,319	5,358	21,677	1,538,838
Conventions and meetings	17,258	10,963	106,513	134,734	57,268	9,164	66,432	201,166
Specific assistance to individuals	–	–	962,562	962,562	–	–	–	962,562
Dues and subscriptions	451	–	22,833	23,284	8,849	1,588	10,437	33,721
Minor equipment purchases and equipment rentals	775	–	192,132	192,907	113,204	1,268	114,472	307,379
Ads, fees and miscellaneous	12,363	–	452,113	464,476	63,974	4,810	68,784	533,260
Interest	–	–	766,789	766,789	169,729	–	169,729	936,518
Depreciation and amortization	–	–	1,807,510	1,807,510	139,452	5,153	144,605	1,952,115
Miscellaneous business tax	–	–	(33,690)	(33,690)	–	–	–	(33,690)
	$129,094	$10,963	$84,460,373	$84,600,430	$8,802,004	$891,482	$9,693,486	$94,293,916
	0.14%	0.01%	89.57%	89.72%	9.33%	0.95%	10.28%	100.00%

See accompanying notes.

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2021 and 2020

	2021	2020
Cash flows from operating activities:		
Increase in net assets	$ 7,160,276	$ 1,856,206
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,992,894	1,952,115
Bond issuance costs amortization	6,110	6,110
Increase in fair value of beneficial interest in trust held by others	696	(21,320)
Net loss (gain) on sales and disposals of fixed assets	40,958	(1,053)
Change in fair value of interest rate swap	(658,823)	242,081
Gain on conversion of long-term debt to grant revenue	(1,140,000)	–
Net unrealized and realized gains on investments, net	(2,032,550)	(805,890)
Donor restricted contributions	(327,971)	(560,250)
Contribution of net assets from acquisition	(702,572)	–
Changes in operating assets and liabilities:		
Program and other accounts receivable	706,473	2,362,020
Contributions receivable	105,080	169,271
Prepaid expenses and other current assets	77,756	(177,703)
Other assets	16,437	18,231
Accounts payable and accrued expenses	22,693	100,912
Deferred revenue	496,622	956,366
Other liabilities	191,374	346,935
Net cash provided by operating activities	5,955,453	6,444,031
Cash flows from investing activities:		
Purchases of fixed assets	(2,184,030)	(1,031,798)
Proceeds from sale of fixed assets	20,323	2,660
Change in investments, net	(7,132,124)	(711,622)
Change in assets limited as to use	(203,417)	56,982
Cash, cash equivalents and restricted cash acquired from acquisition	365,413	–
Net cash used by investing activities	(9,133,835)	(1,683,778)
Cash flows from financing activities:		
Repayment of long-term debt	(1,074,073)	(1,619,767)
Proceeds from long-term debt	10,161,364	1,192,103
Donor restricted contributions	327,971	560,250
Net cash provided by financing activities	9,415,262	132,586

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2021 and 2020

	2021	2020
Increase in cash, cash equivalents and restricted cash	$ 6,236,880	$ 4,892,839
Cash, cash equivalents and restricted cash, beginning of year	8,234,594	3,341,755
Cash, cash equivalents and restricted cash, end of year	$14,471,474	$ 8,234,594
Supplemental disclosure of cash flow information:		
Interest paid	$ 875,000	$ 934,000

See accompanying notes.

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1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Easter Seals Maine, Inc. (Easter Seals ME); Manchester Alcoholism Rehabilitation Center (Farnum Center); and Easter Seals Vermont, Inc. (Easter Seals VT). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

Easter Seals NH's purpose is to provide (1) programs and services for people with disabilities and other special needs, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities and other special needs which will enable them to contribute to the well-being of the community. Easter Seals NH operates programs throughout New Hampshire, Maine, and Vermont.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member as described in note 1. Significant intercompany accounts and transactions have been eliminated in consolidation.

Cash, Cash Equivalents and Restricted Cash

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, overnight repurchase agreements and money market funds, excluding assets limited as to use.

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals NH to credit risk consist primarily of cash equivalents and investments. Easter Seals NH's investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the Lord Abbett Short Duration Income A Fund with a balance of $9,677,021 and $3,555,005 as of August 31, 2021 and 2020, respectively.

Restricted cash represents reserve accounts held by New Hampshire Housing Finance Authority (NHHFA) for insurance, taxes, replacement costs and operations as well as security deposit accounts held for tenants.

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2. Summary of Significant Accounting Policies (Continued)

The following table provides a reconciliation of cash and cash equivalents and restricted cash reported within the consolidated statements of financial position that sum to the total of the same such amounts shown in the consolidated statements of cash flows at August 31:

	2021	2020
Cash and cash equivalents	$14,389,013	$8,234,594
Restricted cash	82,461	–
	$14,471,474	$8,234,594

Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other non-operating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

Beneficial Interest in Trust

Easter Seals NH is the beneficiary of a trust held by others recorded in other assets in the accompanying consolidated statements of financial position. Easter Seals NH has recorded as an asset the fair value of its interest in the trust and such amount is included in net assets with donor restrictions, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other non-operating expenses, gains and losses as activity with donor restrictions.

Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets. Leasehold improvements are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as support without donor restrictions. See also note 8.

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2. **Summary of Significant Accounting Policies (Continued)**

Long-Lived Assets

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

No long-lived assets were deemed impaired at August 31, 2021 and 2020.

Bond Issuance Costs

Bond issuance costs are being amortized to interest expense using the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Interest expense recognized on the amortization of bond issuance costs during 2021 and 2020 was $6,110. The bond issuance costs are presented as a component of long-term debt on the accompanying consolidated statements of financial position.

Revenue Recognition and Program and Other Accounts Receivable

Easter Seals NH accounts for revenues (mainly relating to fees and tuition in the accompanying consolidated statements of activities and changes in net assets) under Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers*, and determines the amount of revenue to be recognized through application of the following steps:

- Identification of the contract with a customer;
- Identification of the performance obligations in the contract;
- Determination of the transaction price;
- Allocation of the transaction price to the performance obligations in the contract; and
- Recognition of revenue when or as Easter Seals NH satisfies the performance obligations.

Easter Seals NH determines the transaction price based on standard charges for goods and services provided, reduced by any applicable discounts, contractual adjustments provided to third-party payors, or explicit and implicit price concessions provided to groups or individuals. A performance obligation is a promise in a contract with a customer to transfer products or services that are distinct. Determining whether products and services are distinct performance obligations that should be accounted for separately or combined as one unit of accounting may require significant judgement.

A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors that provide for payment at amounts different from its established rates. Payment arrangements include discounted charges and prospectively determined payments. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in fees and tuition in the year that such amounts become known.

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2. **Summary of Significant Accounting Policies (Continued)**

Revenues are recognized when performance obligations are satisfied, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are deferred until any restrictions are met or allowable expenditures are incurred.

The collection of outstanding receivables from third-party payors, patients and other clients is Easter Seals NH's primary source of cash and is critical to its operating performance. The primary collection risks relate to uninsured accounts, including accounts for which the primary insurance carrier has paid the amounts covered by the applicable agreement, but individual responsibility amounts (deductibles and copayments) remain outstanding. Implicit price concessions relate primarily to amounts due directly from patients and other clients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical write-offs and expected net collections, business and economic conditions, trends in federal, state and private employer health care coverage and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections at facilities and programs that represent a majority of revenues and accounts receivable (the "hindsight analysis") as a primary source of information in estimating the collectability of accounts receivable. Management performs the hindsight analysis regularly, utilizing rolling accounts receivable collection and write-off data. Management believes its regular updates to the estimated implicit price concession amounts provides reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations. At August 31, 2021 and 2020, estimated implicit price concessions of $1,079,600 and $1,345,100, respectively, had been recorded as reductions to program and other accounts receivable balances to enable Easter Seals NH to record revenues and accounts receivable at the estimated amounts expected to be collected.

Unconditional contributions are recognized when pledged.

Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately $6,850,000 and $6,494,000 for the years ended August 31, 2021 and 2020, respectively.

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2. Summary of Significant Accounting Policies (Continued)

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals ME, Easter Seals VT and Farnum Center are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code, with the exception of certain federal taxes applicable to not-for-profit entities.

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with U.S. GAAP, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the "more-likely-than-not" threshold, based upon the technical merits of the position.

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Estimates are used in accounting for explicit and implicit price concessions in revenue, workers' compensation liabilities and contingencies.

Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreement described in note 11. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreement (not the notional amount) in the event of nonperformance of the other party to the swap agreement. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2021, and 2020, Easter Seals NH had recognized a liability of $2,238,251 and $2,897,074, respectively, as a result of the interest rate swap agreements discussed in note 11. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized an increase in net assets of $658,823 and a decrease in net assets of $242,081 for the years ended August 31, 2021 and 2020, respectively, in the accompanying consolidated statements of activities and changes in net assets.

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2. **Summary of Significant Accounting Policies (Continued)**

Increase (Decrease) in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase (decrease) in net assets from operations. The primary transactions reported as other non-operating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the change in the fair value of beneficial interest in trust held by others, gains and losses on sales and disposals of fixed assets, the contribution of assets from affiliation (see note 15) and net realized and unrealized gains and losses on investments.

Risks and Uncertainties

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. The COVID-19 outbreak could negatively impact, for some period of time, the overall economy as well as certain business segments. Investment markets have experienced increased volatility which may negatively affect the carrying value of Easter Seals NH's investments. The pandemic resulted in the temporary closure of some of Easter Seals NH's programs and reduction in size of other programs from March 2020 through August 2021. The State of New Hampshire has since eased restrictions and lifted certain limitations on capacity restrictions. While Easter Seals NH's revenues have experienced gradual improvement since 2020, uncertainty still exists as the future is unpredictable. Easter Seals NH's pandemic response plan continues to evolve as the pandemic unfolds. In response to the pandemic, Easter Seals NH did qualify for certain federal grant funding through the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act) and CARES Act Provider Relief Funding totaling approximately $10,500,000 for the time period of April 2020 through August 2021, of which approximately $4,600,000 was passed through to employees that qualified for the additional payments under certain programs. Easter Seals NH also entered into a Payroll Protection Program loan in 2021 (see note 11). Easter Seals NH believes the extent of the COVID-19 pandemic's adverse impact on operating results and financial condition has been and will continue to be driven by various factors, most of which are beyond its control and ability to forecast. The primary factors include, but are not limited to, the scope and duration of business closures and restrictions. Because of this and other uncertainties, Easter Seals NH cannot estimate the length or severity of the impact of the pandemic on its operations.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying consolidated financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported total net assets.

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2. Summary of Significant Accounting Policies (Continued)

Recent Accounting Pronouncements

In February 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-02, *Leases* (Topic 842). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the consolidated financial statements, with certain practical expedients available. In July 2018, the FASB issued ASU 2018-10, *Codification Improvements to Topic 842, Leases*, which seeks to clarify ASU 2016-02 with respect to certain aspects of the update and ASU 2018-11, *Leases (Topic 842) – Targeted Improvements*, which provides transition relief on comparative reporting upon adoption of the ASU. The guidance is effective for Easter Seals NH on September 1, 2022, with early adoption permitted. Management is currently evaluating the impact of the pending adoption of ASU 2016-02 on Easter Seals NH's consolidated financial statements.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 was effective for Easter Seals NH on September 1, 2019 as the resource recipient and was effective on September 1, 2020 as the resource provider. Adoption of this standard as the resource recipient and resource provider did not result in a significant change in these consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820) – Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*. The objective of this update is to improve the effectiveness of disclosures in the notes to the financial statements by facilitating clear communication of the information required by U.S. GAAP that is most important to users of each entity's financial statements. The amendments in this update modify certain disclosure requirements on fair value measurements in Topic 820, *Fair Value Measurement*. Easter Seals NH adopted ASU 2018-13 effective September 1, 2020 and the adoption of this standard did not have a significant impact on its consolidated financial statements.

In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires entities to present contributed nonfinancial assets as a separate line item in the statements of activities and disclose the amount of contributed nonfinancial assets recognized within the statements of activities by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 is effective for Easter Seals NH, beginning September 1, 2021. Easter Seals NH is currently evaluating the impact of the pending adoption of ASU 2020-07 on its consolidated financial statements however does not anticipate it will result in a significant change.

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2. Summary of Significant Accounting Policies (Continued)

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 14, 2021, the date these consolidated financial statements were available to be issued.

Effective November 13, 2021, Farnum Center will no longer provide certain residential treatments at its Franklin, New Hampshire location and Easter Seals VT will no longer offer military and veteran services in Vermont, including no longer conducting Veterans Count fundraising activities in Vermont. Additionally, Easter Seals NH concluded it will exit all operations and providing services in the state of Maine by December 31, 2021. Easter Seals NH estimates that discontinuing these programs will result in a decrease of revenue of approximately $7 million in 2022. No impairment of long-lived assets associated with these programs is anticipated.

3. Classification of Net Assets

The following provides a description of the net asset classifications represented in the Easter Seals NH consolidated statements of financial position:

In accordance with *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Net assets with donor restrictions include contributions and endowment investment earnings subject to donor-imposed restrictions, as well as irrevocable trusts and contributions receivable. Some donor-imposed restrictions are temporary in nature with restrictions that are expected to be met either by actions of Easter Seals NH and/or the passage of time. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources are to be maintained in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as support without donor restrictions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulation or by law. Expirations of donor-imposed restrictions on net assets (i.e. the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets.

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3. Classification of Net Assets (Continued)

Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds included in net assets with donor restrictions at August 31, 2021 and 2020 are as follows:

	Original Donor Restricted Gift Maintained in Perpetuity	Accumulated Investment Gains	Total
2021			
Other initiatives	$1,437,096	$227,759	$1,664,855
Operations	3,712,974	–	3,712,974
Total endowment net assets	$5,150,070	$227,759	$5,377,829

	Original Donor Restricted Gift Maintained in Perpetuity	Accumulated Investment Gains	Total
2020			
Other initiatives	$1,419,771	$148,385	$1,568,156
Operations	3,688,378	–	3,688,378
Total endowment net assets	$5,108,149	$148,385	$5,256,534

Changes in Endowment Net Assets

During the years ended August 31, 2021 and 2020, Easter Seals NH had the following endowment-related activities:

Net endowment assets, August 31, 2019	$5,069,811
Investment return:	
Investment income, net of fees	36,927
Net appreciation (realized and unrealized), net	32,707
Contributions	119,806
Appropriated for expenditure	(2,717)
Net endowment assets, August 31, 2020	5,256,534
Investment return:	
Investment income, net of fees	105,151
Net appreciation (realized and unrealized), net	56,955
Contributions	41,921
Appropriated for expenditure	(82,732)
Net endowment assets, August 31, 2021	$5,377,829

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3. Classification of Net Assets (Continued)

Net assets were released from donor restrictions as follows for the years ended August 31:

	2021	2020
Satisfaction of donor restrictions	$754,895	$752,323
Release of appropriated endowment funds	82,732	2,717
	$837,627	$755,040

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2021 and 2020 are as follows:

	Without Donor Restrictions	With Donor Restrictions	Total Non-Endowment Net Assets
2021			
Other initiatives	$ 3,348,849	$516,330	$ 3,865,179
Operations	27,677,615	224,358	27,901,973
Total non-endowment net assets	$31,026,464	$740,688	$31,767,152
2020			
Other initiatives	$ 2,558,302	$604,502	$ 3,162,804
Operations	21,254,485	310,882	21,565,367
Total non-endowment net assets	$23,812,787	$915,384	$24,728,171

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in net assets with donor restrictions. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2021 or 2020.

Net assets with donor restrictions

Net assets with donor restrictions are available for the following purposes at August 31:

	2021	2020
Purpose restriction:		
Other initiatives	$ 516,330	$ 604,502
Operations	83,514	166,867
	599,844	771,369

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3. Classification of Net Assets (Continued)

	2021	2020
Perpetual in nature:		
Original donor restricted gift amount and amounts required to be maintained by donor	$5,171,595	$5,132,149
Investments, gains and income from which is donor restricted	227,759	148,385
Beneficial interest in perpetual trust	119,319	120,015
	5,518,673	5,400,549
Total net assets with donor restrictions	$6,118,517	$6,171,918

Net assets with donor restrictions are managed in accordance with donor intent and are invested in various portfolios.

Investment and Spending Policies

Easter Seals NH has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five-year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate-of-return objectives, Easter Seals NH relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

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4. Liquidity and Availability

Financial assets available for general expenditure, such as for operating expenses, and which are without donor or other restrictions limiting their use, within one year of the consolidated statements of financial position date (August 31, 2021), comprise the following:

Cash and cash equivalents	$14,389,013
Short-term investments, at fair value	10,681,421
Program and other accounts receivable	8,593,338
Contributions receivable, net	224,865
	33,888,637
Investments, at fair value	15,889,181
	49,777,818
Less: net assets with donor restrictions	6,118,517
	$43,659,301

To manage liquidity, Easter Seals NH maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to Easter Seals NH. The management of Easter Seals NH has implemented a practice to establish cash reserves on hand that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of August 31, 2021, and 2020, approximately $10,177,000 and $4,539,000, respectively, of cash and cash equivalents, and approximately $10,681,000 and $3,555,000, respectively, of investments were on-hand under this practice. At August 31, 2021 the cash reserve balances include $10,000,000 in cash received through the Payroll Protection Program loan. See note 11 regarding forgiveness of this loan. Because such funds are available and may be used in current operations, they have been classified as current in the accompanying consolidated statements of financial position.

5. Contributions Receivable

Contributions receivable from donors as of August 31, 2021 and 2020 are $236,642 and $352,945, respectively, net of an allowance for doubtful accounts of $27,931 and $37,900, respectively. The long-term portion of contributions receivable are recorded in other assets in the accompanying consolidated statements of financial position. Gross contributions are due as follows at August 31, 2021:

2022	$252,796
2023	3,397
2024	3,380
2025	2,000
2026	2,000
Thereafter	1,000
	$264,573

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6. Revenues

Revenue by Easter Seals NH's core programs included in fees and tuition and grants consisted of the following:

	Fees and Tuition	Grants	Total
2021			
Residential and educational services	$28,646,886	$ 982,152	$29,629,038
Community based services	2,190,706	20,537,778	22,728,484
Farnum Center	9,104,776	3,875,518	12,980,294
Family support services	7,150,066	352,915	7,502,981
Senior services	3,831,492	2,018,562	5,850,054
Transportation services	2,999,166	36,563	3,035,729
Outpatient and early support services	1,037,854	1,580,370	2,618,224
Children development services	1,922,827	587,504	2,510,331
Workforce development	2,111,411	5,831	2,117,242
Other programs	1,025,577	3,119,181	4,144,758
	$60,020,761	$33,096,374	$93,117,135
2020			
Residential and educational services	$27,664,586	$ 1,450,202	$29,114,788
Community based services	2,460,347	19,623,362	22,083,709
Farnum Center	11,736,621	2,350,671	14,087,292
Family support services	7,107,786	41,778	7,149,564
Senior services	4,203,679	1,628,049	5,831,728
Transportation services	2,848,237	35,182	2,883,419
Children development services	2,160,115	521,157	2,681,272
Outpatient and early support services	749,605	1,690,325	2,439,930
Workforce development	2,264,498	18,033	2,282,531
Other programs	1,867,754	1,359,219	3,226,973
	$63,063,228	$28,717,978	$91,781,206

Revenues related to providing health services are recorded at the contracted rate for those that involved a third-party payor and less any implicit price concession. Substantially all such adjustments in 2021 and 2020 are related to Farnum Center. A breakdown of Farnum Center's revenue reflected in fees and tuition in 2021 and 2020 from major payor sources is as follows:

	2021	2020
Private payors (includes coinsurance and deductibles)	$2,845,213	$ 3,308,385
Medicaid	6,243,173	8,453,760
Medicare	38,368	50,161
Self-pay	(21,978)	(75,685)
	$9,104,776	$11,736,621

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7. Leases

Operating

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately $1,145,000 and $1,191,000 for the years ended August 31, 2021 and 2020, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2021, through the remaining contractual term of the underlying lease agreements, are as follows:

2022	$1,052,625
2023	403,129
2024	165,219
2025	43,943
2026	3,575
Total	$1,668,491

8. Fixed Assets

Fixed assets consist of the following at August 31:

	2021	2020
Buildings	$ 34,233,240	$ 32,308,605
Land and land improvements	4,565,183	4,261,724
Leasehold improvements	79,367	83,027
Office equipment and furniture	10,032,195	10,637,421
Vehicles	2,467,043	2,536,824
Construction in progress	678,379	34,154
	52,055,407	49,861,755
Less accumulated depreciation and amortization	(22,155,606)	(21,399,037)
	$ 29,899,801	$ 28,462,718

Depreciation and amortization expense related to fixed assets totaled $1,992,894 and $1,952,115 in 2021 and 2020, respectively.

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9. Investments and Assets Limited as to Use

Investments and assets limited as to use, at fair value, are as follows at August 31:

	2021	2020
Cash and cash equivalents	$ 242,131	$ 546,327
Marketable equity securities	2,239,468	1,744,518
Mutual funds	25,484,877	16,125,311
Corporate and foreign bonds	397,883	534,722
Government and agency securities	564,182	609,572
	28,928,541	19,560,450
Less: assets limited as to use	(2,357,939)	(2,154,522)
Total investments, at fair value	$26,570,602	$17,405,928

The composition of assets limited as to use totaling $2,357,939 and $2,154,522 at August 31, 2021 and 2020, respectively, are investments under a deferred compensation plan (see note 10) at fair value.

10. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Easter Seals NH makes a matching contribution for eligible employees equal to 100% of the participants' elective deferrals limited to 2% of the participants' allowable compensation each pay period. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately $816,000 and $694,000 for the years ended August 31, 2021 and 2020, respectively.

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately $84,000 and $95,500 to this plan during the years ended August 31, 2021 and 2020, respectively. The assets and liabilities associated with this plan were $2,357,939 and $2,154,522 at August 31, 2021 and 2020, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

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11. Borrowings

Borrowings consist of the following at August 31:

	2021	2020
Revenue Bonds, Series 2016A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with an annual LIBOR-based variable rate equal to the sum of (a) 0.6501 times one-month LIBOR (which will be replaced with a benchmark rate in 2022), plus (b) 0.6501 times 2.45% (1.65% at August 31, 2021), due in annual principal payments increasing from $47,083 to $62,917 with a final payment of $6,875,413 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	$10,643,336	$11,198,332
Revenue Bonds, Series 2016B, tax exempt, issued through NHHEFA, with a fixed rate at 3.47%, annual principal payments continually increasing from $17,430 to $21,180 with a final payment of $4,539,703 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	5,897,177	6,206,321
Various notes payable to a bank with fixed interest rate of 2.24%, various principal and interest payments ranging from $150 to $1,070 payable monthly through dates ranging from September 2021 through September 2025, secured by vehicles with a net book value of $293,989 at August 31, 2021.	256,662	260,524
Mortgage note payable to a bank with a fixed rate of 3.25%. Principal and interest of $12,200 payable monthly, due in February 2030, secured by an interest in certain property with a net book value of $3,993,066 at August 31, 2021.	2,074,653	2,151,334
Note payable to the City of Rochester, New Hampshire, payable in annual payments of $16,408, including interest at 3.35% and net of $7,290 of principal and interest loan funding grant, through July 1, 2027, secured by an interest in certain property with a net book value of $936,119 at August 31, 2021.	87,859	100,885
Notes payable to the State of New Hampshire, 0% interest, advance amount payable in full at date of maturity on November 30, 2020, if not forgiven.	–	1,140,000
Payroll Protection Program loan, 1% interest, advance amount payable in equal monthly payments of principal and interest commencing on the first business day after the end of the deferment period (July 31, 2022), due April 2026.	10,000,000	–
Note payable to NHHFA, 0% interest, repaid at the time of construction loan closing on the project or the project being determined infeasible by the Authority, in which case, the loan shall be forgiven, and no repayment expected.	45,000	–
Note payable to NHHFA, 0% interest, conditional repayment terms, based off surplus cash availability, due October 2031, secured by an interest in certain property with a net book value of $767,433 at August 31, 2021.	531,486	–

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11. Borrowings (Continued)

	2021	2020
Note payable to NHHFA, 0% interest, conditional repayment terms, based off surplus cash availability, due March 2040, secured by an interest in certain property with a net book value of $523,250 at August 31, 2021.	$ 492,448	$ –
Note payable to the City of Manchester, New Hampshire, 0% interest, annual principal payable of $4,518 on October 1 each year for 10 years through October 2026 can be forgiven if certain conditions are met, secured by an interest in certain property with a net book value of $767,433 at August 31, 2021	72,280	–
	30,100,901	21,057,396
Less current portion	1,222,914	2,198,630
Less net unamortized bond issuance costs	106,616	112,726
	$28,771,371	$18,746,040

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2022	$ 1,222,914
2023	3,645,114
2024	3,693,599
2025	3,733,141
2026	2,871,255
Thereafter	14,934,878
	$30,100,901

Lines of Credit and Other Financing Arrangements

Easter Seals New Hampshire, Inc. has an agreement with a bank for a $500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals New Hampshire on demand. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five-year term. Included in long-term debt are seventeen notes payable totaling $256,662 and nineteen notes payable totaling $260,524 at August 31, 2021 and 2020, respectively, that originated under this agreement. Availability under this agreement at August 31, 2021 and 2020 is $243,338 and $239,476, respectively.

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11. Borrowings (Continued)

On August 31, 2015, Easter Seals New Hampshire, Inc. entered into a revolving line of credit with a bank. On February 26, 2019, an amendment changed the borrowing availability from $4 million to $7 million (a portion of which is secured by available letters of credit of $24,000). On July 16, 2020, an amendment changed the outstanding advances from due on demand to a firm maturity date of June 30, 2022 and the interest rate charged on outstanding borrowings was revised to be the one-month LIBOR rate (which will be replaced with a benchmark rate in 2022) plus 2.25% (2.34% at August 31, 2021). Under an event of default, the interest rate will increase from the one-month LIBOR rate plus 2.25% to the then applicable interest rate plus 5.00%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc. with guarantees from Easter Seals Vermont, Inc. and Farnum Center. The agreement requires that collective borrowings under the line of credit be reduced to $1,000,000 for 30 consecutive days during each calendar year. There were no amounts outstanding under this revolving line of credit agreement at August 31, 2021 and 2020.

On July 16, 2020, Easter Seals New Hampshire, Inc. entered into a revolving line of credit with a bank with borrowing availability of up to $4 million. Outstanding advances were due upon the expiration date on November 16, 2020, and the revolving line of credit was not renewed upon expiration. The interest rate charged on outstanding borrowings was the one-month LIBOR rate plus 2.25%. Under an event of default, the interest rate would increase from the one-month LIBOR rate plus 2.25% to the then applicable rate plus 5.00%. The line was secured by a first priority interest in the securities and income in a specified Easter Seals New Hampshire, Inc. bank account held with the bank. The agreement required an unused fee in the amount of 0.15% on the average daily principal amount of the unused portion.

NHHEFA 2016A and 2016B Revenue Bonds

On December 20, 2016, Easter Seals New Hampshire, Inc. issued $13,015,000 in Series 2016A Tax Exempt Revenue Bonds. These bonds were used to refinance the Series 2004A Revenue Bonds.

Also, on December 20, 2016, Easter Seals New Hampshire, Inc. issued $9,175,000 in Series 2016B Tax Exempt Revenue Bonds. The bonds were issued to refinance an existing mortgage and to obtain funds for certain planned capital projects.

Mortgage Notes Payable

On February 18, 2015, Easter Seals New Hampshire, Inc. and Farnum Center entered into a $2,480,000 mortgage note payable to finance the acquisition of certain property located in Franklin, New Hampshire. The initial interest rate charged is fixed at 3.25%. Monthly principal and interest payments are $12,200, and all remaining outstanding principal and interest is due on February 18, 2030. The note is secured by the property.

Effective July 1, 2021, Easter Seals New Hampshire, Inc. has assumed responsibility of the agreement that was made between The Way Home, Inc. (the Organization) and NHHFA dated October 11, 2001 that obtained federal funding through the HOME Investment Partnership Programs (see note 15). The funds were used for improvements on 214 Spruce St in Manchester, New Hampshire. The interest rate charged is fixed at 0.00%. As defined in accordance with the regulatory agreement that expires on October 11, 2031, repayment of the balance is conditional based on if surplus cash available exceeds 25%, until the project is sold or refinanced, or upon expiration of the regulatory agreement. So long as the Organization continues to comply with the terms of the loan to provide housing and related services to low income, nearly homeless families, the Organization will not be required to repay this loan or any interest. No payments were made in 2021. The note is secured by the property.

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11. Borrowings (Continued)

Effective July 1, 2021, Easter Seals New Hampshire, Inc. has assumed responsibility for the agreement that was made between the Organization and NHHFA dated March 17, 2010. The funds were used for the acquisition, construction and permanent financing on 224 Spruce St in Manchester, New Hampshire. The interest rate charged is fixed at 0.00%. As defined in accordance with the regulatory agreement that expires on March 17, 2040, repayment of the balance is conditional based on if surplus cash available exceeds 50%, until the project is sold or refinanced, or upon expiration of the regulatory agreement. The note is secured by the property. No payments were made in 2021.

Notes Payable

Effective September 1, 2018, Easter Seals New Hampshire, Inc. has assumed responsibility for the agreement that was made between The Homemakers Health Services, Inc. and the City of Rochester, New Hampshire that obtained grants and other funding commitments to fund the costs associated with the design and construction of an extension of the City of Rochester, New Hampshire's public sewer mains to service the Organization's property in Rochester, New Hampshire. The costs associated with the extension of the sewer main were $523,298, which was funded by grants of $181,925 and a promissory note, payable to the City of Rochester, New Hampshire of $341,373. The promissory note bears interest at 3.35% per annum. In addition, the City of Rochester, New Hampshire was approved for a loan funding grant in the amount of $145,798, which consisted of the loan principal funding of $105,018 and the loan interest funding of $40,780. A net principal promissory note payable of $236,355 was recorded with an issue date of July 1, 2017.

On June 25, 2020, Easter Seals New Hampshire, Inc. entered into a $640,000 note payable with the State of New Hampshire Department of Health and Human Services COVID-19 Emergency Healthcare System Relief Fund (the Lender) to support critical services, costs of health care professionals and the purchase of personal protective equipment and cleaning/sanitization supplies due to the COVID-19 pandemic. At the Lender's discretion, this loan may be converted to a grant and forgiven. The Lender shall determine by November 30, 2020 whether it believes that any part of the funds being loaned should not be repaid in full. There is no interest paid to this note. In November 2020, a notification was received from the Lender that the full note amount was converted to a grant and forgiven.

On June 25, 2020, Farnum Center entered into a $500,000 note payable with the State of New Hampshire Department of Health and Human Services COVID-19 Emergency Healthcare System Relief Fund (the Lender) to support critical services, costs of health care professionals and the purchase of personal protective equipment and cleaning/sanitization supplies due to the COVID-19 pandemic. At the Lender's discretion, this note may be converted to a grant and forgiven. The Lender shall determine by November 30, 2020 whether it believes that any part of the funds being loaned should not be repaid in full. There is no interest paid to this note. In October 2020, a notification was received from the Lender that the full note amount was converted to a grant and forgiven.

On October 14, 2020, Easter Seals New Hampshire, Inc. entered into agreement with NHHFA for a technical assistance loan in an amount not to exceed $45,000 for the Rochester Supportive Housing Project (the project). The interest rate charged is fixed at 0.00%, and the loan shall be repaid at the time of construction loan closing on the project whether the project was financed with NHHFA funds or another funding source. Should the project not proceed to a closing, whether financed through NHHFA or another funding source, and the project be determined infeasible by NHHFA, then the loan shall be forgiven, and no repayment expected.

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11. Borrowings (Continued)

Effective July 1, 2021, Easter Seals New Hampshire, Inc. has assumed responsibility for the agreement dated July 1, 2016 that was made between the Organization and the City of Manchester through the Community Improvement Program. The funds were used for facility upgrades on 214 Spruce St in Manchester, New Hampshire. The interest rate charged is fixed at 0.00%. Annual principal payments of $4,518 commencing October 1, 2017 can be forgiven through October 1, 2026 so long as the Organization can demonstrate the agreed-upon objectives have been achieved. The note is secured by the property.

Payroll Protection Program Loan

On April 16, 2021, Easter Seals NH entered into a promissory note for an unsecured loan in the amount of $10,000,000 through the Paycheck Protection Program (PPP) established by the CARES Act and administered by the U.S. Small Business Administration (SBA). The PPP provides loans to qualifying businesses for amounts up to 2.5 times the average monthly payroll expenses of the qualifying business. The loan and accrued interest had original terms that were forgivable after the covered period as long as the borrower used the loan proceeds for eligible purposes, including payroll, benefits, rent, and utilities, and maintains its payroll levels. The amount of loan forgiveness would be reduced if the borrower terminated employees or reduced salaries during the period. The PPP loan was made for the purpose of securing funding for salaries and wages of employees that may have otherwise been displaced by the outbreak of COVID-19 and the resulting detrimental impact on Easter Seals NH's business.

Easter Seals NH intends to use the proceeds for purposes consistent with the PPP. While Easter Seals NH currently believes that its use of the loan proceeds will meet conditions for forgiveness of the loan, as of the date of issuance of these financial statements, there is no assurance that Easter Seals NH will not take actions that could cause Easter Seals NH to be ineligible for forgiveness of the loan, in whole or in part. Any unforgiven portion of the PPP loan bears interest at 1%, with a deferral of payments for the first ten months. Beginning February 16, 2022, principal and interest payments for any unforgiven portion of the PPP loan will be due monthly through April 16, 2026. The PPP loan may be prepaid at any time without penalty.

Easter Seals NH has accounted for the PPP loan in accordance with the FASB ASC Topic 470 and included the full $10,000,000 within debt in the August 31, 2021 consolidated statement of financial position.

Interest Rate Swap Agreement

Easter Seals New Hampshire, Inc. has an interest rate swap agreement with a bank in connection with the Series 2004A NHHEFA Revenue Bonds. On December 1, 2016, an amendment to this agreement was executed in anticipation of the refinancing of the 2004A revenue bonds to change the interest rate charged from 3.54% to 3.62% and the floating rate from LIBOR times 0.67 to LIBOR times 0.6501. The swap agreement had an outstanding notional amount of $10,643,336 and $11,198,332 at August 31, 2021 and 2020, respectively, which reduces in conjunction with principal reductions until the agreement is terminated in November 2034.

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11. Borrowings (Continued)

The fair value of the above interest rate swap agreement totaled $2,238,251 and $2,897,074 at August 31, 2021 and 2020, respectively, $387,067 and $389,577 of which was current at August 31, 2021 and 2020, respectively. During the years ended August 31, 2021 and 2020, net payments required by the agreement totaled $391,075 and $327,834, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 14 with respect to fair value determinations.

Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals New Hampshire, Inc. is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2021, Easter Seals New Hampshire, Inc. was in compliance with restrictive covenants specified under the NHHEFA bonds and other debt obligations.

12. Donated Services

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

13. Related Party Transactions

Easter Seals NH is a member of Easter Seals, Inc. Membership fees to Easter Seals, Inc. were $105,185 and $83,093 for the years ended August 31, 2021 and 2020, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

14. Fair Value of Financial Instruments

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

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14. Fair Value of Financial Instruments (Continued)

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trust, investments and the interest rate swap, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third-party pricing services for identical or similar instruments.

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2021 and 2020.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities and mutual funds that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain government and agency securities and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Beneficial Interest in Trust Held by Others

The beneficial interest in trust held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trust. The fair values of marketable equity securities, money market and mutual funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities and mutual funds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Interest Rate Swap Agreement

The fair value for the interest rate swap liability is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

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14. Fair Value of Financial Instruments (Continued)

At August 31, 2021 and 2020, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	Level 1	Level 2	Level 3	Total
2021				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	$ 242,131	$ –	$ –	$ 242,131
Marketable equity securities:				
Large-cap	1,598,724	–	–	1,598,724
International	640,743	–	–	640,743
Mutual funds, open-ended:				
Short-term fixed income	12,415,237	–	–	12,415,237
Intermediate-term bond fund	3,051,709	–	–	3,051,709
High yield bond fund	86,611	–	–	86,611
Foreign bond	22,597	–	–	22,597
Government securities	165,842	–	–	165,842
Emerging markets bond	215,384	–	–	215,384
International equities	1,559,537	–	–	1,559,537
Domestic, large-cap	1,549,560	–	–	1,549,560
Domestic, small-cap	61,390	–	–	61,390
Domestic, multi alt	819,941	–	–	819,941
Real estate fund	220,075	–	–	220,075
Mutual funds, closed-ended:				
Domestic, large-cap	4,164,781	–	–	4,164,781
Domestic, mid-cap	465,969	–	–	465,969
Domestic, small-cap	686,244	–	–	686,244
Corporate and foreign bonds	–	397,883	–	397,883
Government and agency securities	–	564,183	–	564,183
	$27,966,475	$ 962,066	$ –	$28,928,541
Beneficial interest in trust held by others:				
Money market funds	$ 2,240	$ –	$ –	$ 2,240
Marketable equity securities:				
Large-cap	88,345	–	–	88,345
Mutual funds:				
Domestic, fixed income	–	28,734	–	28,734
	$ 90,585	$ 28,734	$ –	$ 119,319
Liabilities:				
Interest rate swap agreement	$ –	$ –	$2,238,251	$ 2,238,251

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14. Fair Value of Financial Instruments (Continued)

	Level 1	Level 2	Level 3	Total
2020				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	$ 546,327	$ –	$ –	$ 546,327
Marketable equity securities:				
Large-cap	1,208,402	–	–	1,208,402
International	536,116	–	–	536,116
Mutual funds, open-ended:				
Short-term fixed income	5,026,296	–	–	5,026,296
Intermediate-term bond fund	1,947,550	–	–	1,947,550
High yield bond fund	74,999	–	–	74,999
Foreign bond	26,714	–	–	26,714
Government securities	242,220	–	–	242,220
Emerging markets bond	143,155	–	–	143,155
International equities	1,360,028	–	–	1,360,028
Domestic, large-cap	1,192,791	–	–	1,192,791
Domestic, small-cap	175,488	–	–	175,488
Domestic, multi alt	775,870	–	–	775,870
Real estate fund	167,649	–	–	167,649
Mutual funds, closed-ended:				
Domestic, large-cap	4,214,602	–	–	4,214,602
Domestic, mid-cap	326,214	–	–	326,214
Domestic, small-cap	451,735	–	–	451,735
Corporate and foreign bonds	–	534,722	–	534,722
Government and agency securities	–	609,572	–	609,572
	$18,416,156	$1,144,294	$ –	$19,560,450
Beneficial interest in trust held by others:				
Money market funds	$ 5,407	$ –	$ –	$ 5,407
Marketable equity securities:				
Large-cap	87,109	–	–	87,109
Mutual funds:				
Domestic, fixed income	–	27,499	–	27,499
	$ 92,516	$ 27,499	$ –	$ 120,015
Liabilities:				
Interest rate swap agreement	$ –	$ –	$2,897,074	$ 2,897,074

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14. Fair Value of Financial Instruments (Continued)

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 liabilities for the years ended August 31, 2021 and 2020:

	Interest Rate Swap
Ending balance, August 31, 2019	$ (2,654,993)
Change in fair value	(242,081)
Ending balance, August 31, 2020	(2,897,074)
Change in fair value	658,823
Ending balance, August 31, 2021	$ (2,238,251)

15. Acquisition of The Way Home

On October 28, 2020, Easter Seals NH began providing financial and operational management to The Way Home (the Organization). On July 1, 2021, Easter Seals NH acquired the Organization for no consideration. This affiliation was accounted for in accordance with generally accepted accounting principles guidance on acquisitions by a not-for-profit entity. Upon affiliation, the Organization became a program of Easter Seals NH. The financial position of the Organization, recorded at fair value upon affiliation as of July 1, 2021, was as follows:

Assets:	
Cash and cash equivalents	$ 257,622
Restricted cash	107,791
Program and other accounts receivable	253,631
Prepaid expenses and other current assets	11,319
Other assets	252,995
Fixed assets	1,307,228
Total assets	2,190,586
Liabilities:	
Accrued expenses	(28,577)
Deferred revenue	(26,307)
Other liabilities	(336,916)
Long-term debt	(1,096,214)
Total liabilities	(1,488,014)
Contribution of net assets from acquisition	$ 702,572

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OTHER FINANCIAL INFORMATION

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2021

ASSETS

	New Hampshire	Farnum Center	Vermont	Maine	Elimin-ations	Total
Current assets:						
Cash and cash equivalents	$14,362,485	$ 680	$ 21,041	$ 4,807	$ –	$14,389,013
Restricted cash	82,461	–	–	–	–	82,461
Short-term investments, at fair value	10,681,421	–	–	–	–	10,681,421
Accounts receivable from affiliates	–	8,293,852	564,017	–	(8,857,869)	–
Program and other accounts receivable	6,754,763	942,023	819,392	77,160	–	8,593,338
Contributions receivable, net	219,930	2,749	2,186	–	–	224,865
Prepaid expenses and other current assets	600,915	12,252	12,684	7,851	–	633,702
Total current assets	32,701,975	9,251,556	1,419,320	89,818	(8,857,869)	34,604,800
Assets limited as to use	2,357,939	–	–	–	–	2,357,939
Investments, at fair value	14,916,185	962,256	–	10,740	–	15,889,181
Other assets	378,877	–	–	–	–	378,877
Fixed assets, net	19,285,292	10,536,119	74,328	4,062	–	29,899,801
	$69,640,268	$20,749,931	$1,493,648	$ 104,620	$(8,857,869)	$83,130,598

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LIABILITIES AND NET ASSETS

	New Hampshire	Farnum Center	Vermont	Maine	Elimin-ations	Total
Current liabilities:						
Accounts payable	$ 2,311,091	$ 35	$ 553	$ 872	$ –	$ 2,312,551
Accrued expenses	6,596,298	298,467	20	350	–	6,895,135
Accounts payable to affiliates	4,872,222	–	–	3,985,647	(8,857,869)	–
Deferred revenue	990,620	851,279	5,792	14,892	–	1,862,583
Current portion of interest rate swap agreement	387,067	–	–	–	–	387,067
Current portion of long-term debt	1,030,748	192,166	–	–	–	1,222,914
Total current liabilities	16,188,046	1,341,947	6,365	4,001,761	(8,857,869)	12,680,250
Other liabilities	2,682,812	–	–	–	–	2,682,812
Interest rate swap agreement, less current portion	1,851,184	–	–	–	–	1,851,184
Long-term debt, less current portion, net	22,615,261	6,156,110	–	–	–	28,771,371
Total liabilities	43,337,303	7,498,057	6,365	4,001,761	(8,857,869)	45,985,617
Net assets (deficit):						
Without donor restrictions	20,884,644	12,641,512	1,401,174	(3,900,866)	–	31,026,464
With donor restrictions	5,418,321	610,362	86,109	3,725	–	6,118,517
Total net assets (deficit)	26,302,965	13,251,874	1,487,283	(3,897,141)	–	37,144,981
	$69,640,268	$20,749,931	$1,493,648	$ 104,620	$(8,857,869)	$83,130,598

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2020

ASSETS

	New Hampshire	Farnum Center	Vermont	Maine	Elimin-ations	Total
Current assets:						
Cash and cash equivalents	$ 8,189,207	$ 700	$ 29,341	$ 15,346	$ –	$ 8,234,594
Short-term investments, at fair value	3,555,005	–	–	–	–	3,555,005
Accounts receivable from affiliates	–	9,051,773	657,994	–	(9,709,767)	–
Program and other accounts receivable	6,637,661	1,668,821	641,953	97,745	–	9,046,180
Contributions receivable, net	290,139	14,590	10,061	15,155	–	329,945
Prepaid expenses and other current assets	659,444	11,035	25,062	4,598	–	700,139
Total current assets	19,331,456	10,746,919	1,364,411	132,844	(9,709,767)	21,865,863
Assets limited as to use	2,017,343	100,255	36,924	–	–	2,154,522
Investments, at fair value	12,983,929	858,209	–	8,785	–	13,850,923
Other assets	143,015	–	–	–	–	143,015
Fixed assets, net	17,576,923	10,778,130	103,724	3,941	–	28,462,718
	$52,052,666	$22,483,513	$1,505,059	$ 145,570	$(9,709,767)	$66,477,041

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LIABILITIES AND NET ASSETS

	New Hampshire	Farnum Center	Vermont	Maine	Elimin-ations	Total
Current liabilities:						
Accounts payable	$ 1,987,762	$ 499	$ 10,697	$ 1,522	$ –	$ 2,000,480
Accrued expenses	6,352,379	797,915	5,237	405	–	7,155,936
Accounts payable to affiliates	5,725,629	–	–	3,984,138	(9,709,767)	–
Deferred revenue	702,945	577,636	11,754	47,319	–	1,339,654
Current portion of interest rate swap agreement	389,577	–	–	–	–	389,577
Current portion of long-term debt	1,512,628	686,002	–	–	–	2,198,630
Total current liabilities	16,670,920	2,062,052	27,688	4,033,384	(9,709,767)	13,084,277
Other liabilities	2,017,343	100,255	36,924	–	–	2,154,522
Interest rate swap agreement, less current portion	2,507,497	–	–	–	–	2,507,497
Long-term debt, less current portion, net	12,400,482	6,345,558	–	–	–	18,746,040
Total liabilities	33,596,242	8,507,865	64,612	4,033,384	(9,709,767)	36,492,336
Net assets (deficit):						
Without donor restrictions	12,948,855	13,317,071	1,434,675	(3,887,814)	–	23,812,787
With donor restrictions	5,507,569	658,577	5,772	–	–	6,171,918
Total net assets (deficit)	18,456,424	13,975,648	1,440,447	(3,887,814)	–	29,984,705
	$52,052,666	$22,483,513	$1,505,059	$ 145,570	$(9,709,767)	$66,477,041

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2021

	New Hampshire	Farnum Center	Vermont	Maine	Elimin-ations	Total
Public support and revenue:						
Public support:						
Contributions, net	$ 876,642	$ 55,736	$ 47,117	$ 81,165	$ –	$ 1,060,660
Special events, net	1,216,723	40,522	91,639	31,092	–	1,379,976
Annual campaigns, net	436,622	6,079	12,125	1,463	–	456,289
Bequests	4,091	–	–	–	–	4,091
Total public support	2,534,078	102,337	150,881	113,720	–	2,901,016
Revenue:						
Fees and tuition	43,397,874	9,104,776	7,150,066	438,916	(70,871)	60,020,761
Grants	28,138,237	3,877,583	622,212	458,342	–	33,096,374
Dividend and interest income	607,365	26,794	1	240	–	634,400
Rental income	29,775	–	–	–	–	29,775
Intercompany revenue	2,171,005	–	–	–	(2,171,005)	–
Other	538,083	–	11,412	51	–	549,546
Total revenue	74,882,339	13,009,153	7,783,691	897,549	(2,241,876)	94,330,856
Total public support and revenue	77,416,417	13,111,490	7,934,572	1,011,269	(2,241,876)	97,231,872
Operating expenses:						
Program services:						
Public health education	40,035	–	1,212	1,211	–	42,458
Professional education	3,192	–	–	–	–	3,192
Direct services	62,168,239	12,591,072	7,058,225	861,379	(82,939)	82,595,976
Total program services	62,211,466	12,591,072	7,059,437	862,590	(82,939)	82,641,626

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	New Hampshire	Farnum Center	Vermont	Maine	Elimin-ations	Total
Supporting services:						
Management and general	$ 9,414,586	$ 1,330,879	$ 755,146	$ 85,846	$ (2,158,937)	$ 9,427,520
Fundraising	1,084,072	18,207	73,153	74,124	–	1,249,556
Total supporting services	10,498,658	1,349,086	828,299	159,970	(2,158,937)	10,677,076
Total functional expenses	72,710,124	13,940,158	7,887,736	1,022,560	(2,241,876)	93,318,702
Support of National programs	105,185	–	–	–	–	105,185
Total operating expenses	72,815,309	13,940,158	7,887,736	1,022,560	(2,241,876)	93,423,887
Increase (decrease) in net assets from operations	4,601,108	(828,668)	46,836	(11,291)	–	3,807,985
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swap	658,823	–	–	–	–	658,823
Net unrealized and realized gains on investments, net	1,919,950	110,636	–	1,964	–	2,032,550
Decrease in fair value of beneficial interest in trust held by others	(696)	–	–	–	–	(696)
Contribution of net assets from acquisition	702,572	–	–	–	–	702,572
Other non-operating losses	(35,216)	(5,742)	–	–	–	(40,958)
	3,245,433	104,894	–	1,964	–	3,352,291
Total increase (decrease) in net assets	7,846,541	(723,774)	46,836	(9,327)	–	7,160,276
Net assets (deficit) at beginning of year	18,456,424	13,975,648	1,440,447	(3,887,814)	–	29,984,705
Net assets (deficit) at end of year	$26,302,965	$13,251,874	$1,487,283	$ (3,897,141)	$ –	$37,144,981

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2020

	New Hampshire	Farnum Center	Vermont	Maine	Elimin-ations	Total
Public support and revenue:						
Public support:						
Contributions, net	$ 1,015,569	$ 67,583	$ 28,592	$ 84,485	$ (210)	$ 1,196,019
Special events, net	796,223	58,700	(11,698)	14,844	–	858,069
Annual campaigns, net	386,951	8,828	19,394	16,962	–	432,135
Bequests	221,908	–	–	–	–	221,908
Total public support	2,420,651	135,111	36,288	116,291	(210)	2,708,131
Revenue:						
Fees and tuition	43,836,114	11,736,621	7,107,786	421,013	(38,306)	63,063,228
Grants	25,622,352	2,380,105	270,533	444,988	–	28,717,978
Dividend and interest income	564,099	34,199	2	152	–	598,452
Rental income	34,045	–	–	–	–	34,045
Intercompany revenue	2,077,046	–	–	–	(2,077,046)	–
Other	511,743	1,940	11,684	–	(617)	524,750
Total revenue	72,645,399	14,152,865	7,390,005	866,153	(2,115,969)	92,938,453
Total public support and revenue	75,066,050	14,287,976	7,426,293	982,444	(2,116,179)	95,646,584
Operating expenses:						
Program services:						
Public health education	116,006	157	5,066	7,865	–	129,094
Professional education	10,963	–	–	–	–	10,963
Direct services	63,292,213	13,461,550	6,903,698	871,794	(68,882)	84,460,373
Total program services	63,419,182	13,461,707	6,908,764	879,659	(68,882)	84,600,430

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	New Hampshire	Farnum Center	Vermont	Maine	Elimin-ations	Total
Supporting services:						
Management and general	$ 8,786,396	$ 1,308,533	$ 659,497	$ 94,875	$ (2,047,297)	$ 8,802,004
Fundraising	731,676	12,237	80,874	66,695	–	891,482
Total supporting services	9,518,072	1,320,770	740,371	161,570	(2,047,297)	9,693,486
Total functional expenses	72,937,254	14,782,477	7,649,135	1,041,229	(2,116,179)	94,293,916
Support of National programs	83,093	–	–	–	–	83,093
Total operating expenses	73,020,347	14,782,477	7,649,135	1,041,229	(2,116,179)	94,377,009
Increase (decrease) in net assets from operations	2,045,703	(494,501)	(222,842)	(58,785)	–	1,269,575
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swaps	(242,081)	–	–	–	–	(242,081)
Net unrealized and realized gains on investments, net	745,394	60,243	–	253	–	805,890
Increase in fair value of beneficial interest in trust held by others	21,320	–	–	–	–	21,320
Other non-operating gains	2,732	–	–	(1,230)	–	1,502
	527,365	60,243	–	(977)	–	586,631
Total increase (decrease) in net assets	2,573,068	(434,258)	(222,842)	(59,762)	–	1,856,206
Net assets (deficit) at beginning of year	15,883,356	14,409,906	1,663,289	(3,828,052)	–	28,128,499
Net assets (deficit) at end of year	$18,456,424	$13,975,648	$1,440,447	$(3,887,814)	$ –	$29,984,705

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2021

	New Hampshire	Farnum Center	Vermont	Maine	Elimin-ations	Total
Salaries and related expenses	$54,463,022	$ 9,581,703	$6,411,920	$ 646,210	$ –	$71,102,855
Professional fees	9,182,159	2,141,444	829,028	143,557	(2,171,005)	10,125,183
Supplies	1,476,716	650,916	29,933	3,295	–	2,160,860
Telephone	513,556	96,374	77,986	11,901	–	699,817
Postage and shipping	44,122	1,252	6,284	1,026	–	52,684
Occupancy	1,865,409	591,596	303,110	37,907	–	2,798,022
Outside printing, artwork and media	15,847	–	3,648	1,504	–	20,999
Travel	1,086,342	53,597	136,785	18,620	(44,559)	1,250,785
Conventions and meetings	57,117	17,992	2,288	404	–	77,801
Specific assistance to individuals	1,217,642	11,114	23,172	153,947	(26,312)	1,379,563
Dues and subscriptions	29,689	12,859	28	550	–	43,126
Minor equipment purchases and equipment rentals	283,256	30,576	2,110	866	–	316,808
Ads, fees and miscellaneous	344,507	21,702	21,555	542	–	388,306
Interest	685,065	223,934	–	–	–	908,999
Depreciation and amortization	1,445,675	505,099	39,889	2,231	–	1,992,894
	$72,710,124	$13,940,158	$7,887,736	$1,022,560	$ (2,241,876)	$93,318,702

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EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2020

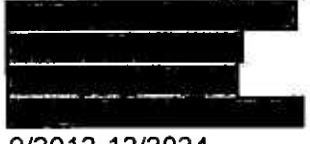
	New Hampshire	Farnum Center	Vermont	Maine	Elimin-ations	Total
Salaries and related expenses	$56,079,004	$ 9,840,481	$6,214,397	$ 652,361	$ –	$72,786,243
Professional fees	8,151,730	2,234,990	747,611	135,384	(2,077,663)	9,192,052
Supplies	1,507,517	789,733	30,386	5,252	–	2,332,888
Telephone	509,391	92,915	64,461	13,685	–	680,452
Postage and shipping	45,285	2,092	4,995	1,163	–	53,535
Occupancy	1,756,763	664,349	300,734	43,235	–	2,765,081
Outside printing, artwork and media	43,369	1,087	5,241	2,099	–	51,796
Travel	1,305,006	61,687	190,480	19,971	(38,306)	1,538,838
Conventions and meetings	143,658	40,616	14,775	2,327	(210)	201,166
Specific assistance to individuals	761,474	26,452	15,114	159,522	–	962,562
Dues and subscriptions	24,928	8,593	200	–	–	33,721
Minor equipment purchases and equipment rentals	256,512	42,237	4,889	3,741	–	307,379
Ads, fees and miscellaneous	254,998	257,771	18,862	1,629	–	533,260
Interest	705,741	230,777	–	–	–	936,518
Depreciation and amortization	1,416,670	495,765	37,081	2,599	–	1,952,115
Miscellaneous business tax	(24,792)	(7,068)	(91)	(1,739)	–	(33,690)
	$72,937,254	$14,782,477	$7,649,135	$1,041,229	$(2,116,179)	$94,293,916

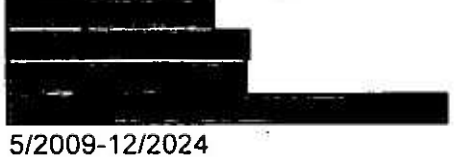
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2022 Easter Seals New Hampshire, Inc. Board of Directors

Chairman
Andrew MacWilliam
Partner
Pricewaterhouse Coopers LLP

9/2009-12/2024

Past Chairman
Matthew Boucher
President
Airmar Technology Corp.

9/2012-12/2024

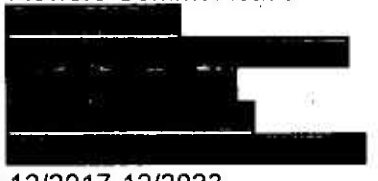
Vice Chairman
Tom Sullivan
President
Sullivan Construction, Inc.

5/2009-12/2024

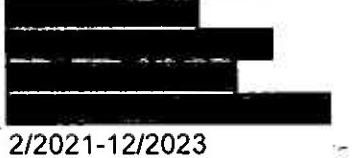
Treasurer
Bryan Bouchard
CMA & Assistant Professor
Southern NH University

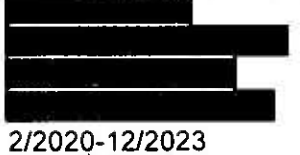
3/2015-12/2024

Assistant Treasurer
Paul E. Voegelin, COO
Sheehan Phinney Bass + Green

9/2018-11/2021 (FC)
12/2020-12/2023

Secretary
Mary Flowers
President
Flowers Communication

12/2017-12/2023

Trevor Arp
Senior VP, Comcast

2/2021-12/2023

Gregory Baxter, MD
President, Elliot Health System

2/2020-12/2023

Tom Bullock
Chairman of the Board
Amoskeag Beverages

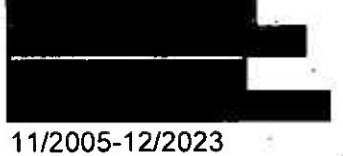
7/2015-11/2020 (FC)
12/2020-12/2023

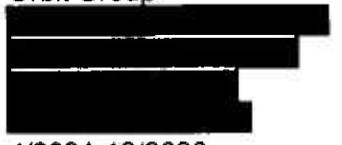
Rick Courtemanche
IBM (Ret)

11/2013-12/2022

Eddie Edwards
Eddie Edwards Consulting, LLC

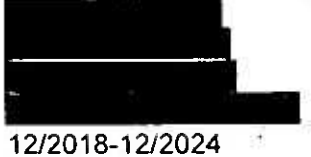
2/2021-12/2023

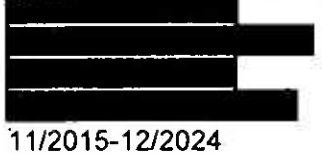
Charles S. Goodwin
Cogswell Benevolent Trust

11/2005-12/2023

Elizabeth Hitchcock
Partner
Orbit Group

4/2021-12/2023

William Lambrukos
Sr. VP Operations
Northeast Delta Dental

4/2019-12/2022

Lucy Lange
General Manager
Monadnock Radio Group

12/2018-12/2024

Bob Litterst
Fidelity Investments (Ret)

11/2015-12/2024

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2022 Easter Seals New Hampshire, Inc. Board of Directors

Charles Panasis
President
Brickwater Property Advisors
[redacted]
11/2012-12/2024

Sanjeev Srinivasan
VP, Corporate Dev & Strategy
Hypertherm
[redacted]
4/2021-12/2023

Tracey Pelton
Exec Dir, Business Dev & Mktg
PROCON LLC
[redacted]
1/2018-12/2023

Rob Wieczorek
President, Wieczorek Insurance
[redacted]
11/2013-12/2024

Richard Rawlings
Northwestern Mutual (Ret)
[redacted]
12/1999-12/2024

General Counsel & Assistant Secretary (non-voting member)
Bradford Cook, Esq.
[redacted]
11/2001-12/2022

Linda Roth
Long Term Care (Ret)
[redacted]
12/2017-12/2023

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MAUREEN ANN BEAUREGARD

President & CEO
Easterseals New Hampshire, Inc.

[redacted]

EDUCATION:

B.S. University of New Hampshire

PROFESSIONAL EXPERIENCE:

2019 – Present

Easterseals New Hampshire, Inc., Manchester, NH
https://www.eastersealsnh.org/
President/CEO

1991 – 2019

Families in Transition – New Horizons, Manchester, NH
https://www.fitnh.org/
President (2018-2019)
President and Founder (1991-2017)

1987 – 1991

State of New Hampshire, Division for Children and Youth Services, Portsmouth, NH
https://www.dhhs.nh.gov/dcyf/
Child Protective Service Worker II

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Maureen Ann Beauregard

Professional Expertise

Visionary/Tenacious
Strategic Planning
Community Relationships
Organizational Capacity Building
Strong Financial Acumen
Entrepreneur/Builder
Experienced Communicator
Team Building & Leadership

Professional Experience

November 1991–2019 Families In Transition

January 2018–2019
President, Families in Transition – New Horizons — Manchester NH

Key Accomplishments
- Merged Families in Transition with the State's largest shelter and food pantry.
- Successfully led board strategy for combined organization.
- Developed and led public awareness and acceptance of combined organization.
- Merger resulted in being the State's largest organization in the provision of shelter, housing, food and services for homeless families and individuals.

December 2017 – June 2018
Receiver of Serenity Place — Manchester, NH

Key Accomplishments
- Successfully navigated complex negotiations with the dissolution and replacement of critical substance use disorder program with the NH Charitable Trust office.
- Brought together key political leaders, businesses and NH's not-for-profit sector.

November 1991 – December 2017
President & Founder — Manchester, NH

Key Accomplishments:
- Began as a program providing housing and services to 5 women and their children.
- Currently, providing housing to 1,328 families and individuals and 138,000 meals annually.
- Developed housing and services programs in four geographic regions: Manchester, Concord, and Dover & Wolfeboro.
- Developed $38M in Assets and a $14M Annual Budget. Facilities developed with alternative financing structures that include varied layering structures resulting in affordability for the organization and those it serves.

Contact

[redacted]

Community Service

- NH Charitable Foundation –Member, Board of Directors; Current
- NH Interagency Council to End Homelessness – Past Chairperson, Board of Directors; 2015
- Leadership New Hampshire; 2010
- Housing Action New Hampshire – Past Council Member, 2009
- Greater Manchester Chamber of Commerce – Past Member, Board of Directors, 2009

Awards and Honors

- Greater Manchester Chamber of Commerce's Citizen of the Year, 2018
- Southern New Hampshire University, Loeffler Award, 2018
- University of New Hampshire, Granite State Award, 2018
- Business NH Magazine's Nonprofit of the Year, 2013

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- Personally Authored and awarded +$20M in HUD funding from 1995 – 2008.
- Developed 272 housing units and 199 shelter beds.
- Specialty Programs developed:
  1. Willows Substance Use Treatment Center – Outpatient and Intensive Outpatient services. Use of 3rd party insurance and state billing. Negotiations with State of NH.
  2. Two Transitional Living Programs; one for men and one for women. Use of 3rd party insurance and state billing. Negotiations with the State of NH.
  3. Recovery Housing - Safe housing for Moms with Children who are recovering from substance use disorder. Negotiated with State of NH.
  4. Open Doors – In-home substance use disorder services for parent(s) and therapeutic services for children.
  5. Connections to Recovery – 4 Geographic area outreach to homeless with substance use disorder. SAMSHA $1.5M.

- Acquired Organizations Include:
  1. Manchester Emergency Housing, 2012. Developed and expanded new family shelter that also includes a Resource Center in 2015.
  2. New Hampshire Coalition to End Homelessness, 2014. Elevated organization as a leader in advocacy, research and training on behalf of homeless families and individuals.

- Organization developed to assist Families in Transition – New Horizons with double bottom line of assisting with financial sustainability and deeper mission impact include:
  1. Housing Benefits, 2009. A not for profit organization and federally designated Community Housing Development Organization that is prioritized in receiving 10% of federal funds for housing related activities. Acts as the property management company and housing development arm of Families in Transition – New Horizons. Both the property management and developer fees assist with the organization's sustainability.

  2. OutFITters Thrift Store, 2003. An LLC entrepreneurial business venture that provides profits and management fees to provide unrestricted resources for Families in Transition's mission. Assists In the sustainability of the organization and is the entry point for in-kind donors who become volunteers and eventually provide financial support the organization through financial donations.

  3. Wilson Street Condo Association, 2018. Development of housing and commercial real estate, $3.9M. A project that houses a collaborative effort amongst four not-for profit organizations with a focus on a substance use disorder. Provides property management and developer fees to assist

- New Hampshire Business Review's Outstanding Women in Business, 2011
- Key to The City of Manchester by Mayor Robert Baines, 2005
- National Association of Social Workers, Citizen of the Year, 2005
- NH Business Review's Business Excellence Award, 2004
- Walter J. Dunfey Award for Excellence in Management, Organizational Award, 2004
- NH Commission on the Status of Women, – Women's Recognition Award, 2003
- New Hampshire Housing Finance Authority, Best Practices in Housing Development, 2003

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in organization's sustainability.

4. Antoinette Hill Condo Association, 2019. Purchase of housing units, $1.6M. Provides property management and developer fees to assist in organization's sustainability.

5. Hope House, 2018. With a majority of gifts from two individuals, developed and implemented first shelter for families in the lakes region. The facility includes a commercial rental component of cell antennae and business rental income utilized to assist with the organizations sustainability.

November 1987 – March 1991
Child Protective Service Worker II — Portsmouth, NH
State of New Hampshire, Division for Children and Youth Services

Professional Expertise

Bachelor of Science University of New Hampshire, 1987

Masters of Arts Community Development Policy and Practice, University of New Hampshire, Student, 2019

References

Available Upon Request

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Tina M. Sharby, PHR

[redacted]

Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

Areas of expertise include:

Strong analytical and organizational skills
Ability to manage multiple tasks simultaneously
Employment Law and Regulation Compliance
Strategic management, mergers and acquisitions
Problem solving and complaint resolution
Policy development and implementation
Compensation and benefits administration

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2012-Present

Senior Vice President Human Resources
Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center
1998- 2012

Reporting directly to the President with total human resources and administration. Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a six state not-for- profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for Easter Seals NH, Inc.

Human Resources Director
Moore Center Services, Inc., Manchester, NH
1986-1998

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

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activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

EDUCATION

Bachelor of Science Degree, Keene State College, 1986
Minor in Human Resources and Safety Management
MS Organizational Leadership, Southern NH University (in process)

ORGANIZATIONS

Manchester Area Human Resource Association
Diversity Chair 2010
Society for Human Resource Management
BIA Human Resources
Health Care & Workforce Development Committee 2009, 2010

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JOSEPH T. EMMONS

[redacted] ◆ [redacted] ◆ [redacted] ◆ [redacted] ◆ [redacted]

WORK EXPERIENCE

Easterseals NH

Sr. Vice President of Development Sept. 2017 - present

Manage day to day operations of Easterseals Development and Communications office (14 person staff in NH, ME and VT)

- Analyze information compiled by Development Coordinators and Managers regarding current donors and prospects to identify major gift prospects and extend the number of targeted prospects by making personal visits.
- Assist other staff and volunteers in developing strategy and contacts for those donors and prospects for which others may have a primary contact.
- Work with the Accounting Department to develop a comprehensive gift policy and procedure guideline.
- Work with Board to enhance relationships and create greater fundraising and outreach possibilities.
- Hiring and supervision of grant, development and events staff.
- Develop and manage budgets relating to special events and grants as well as oversee cash management at the events.
- Develop long-term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, and logistics.
- Organize, coordinate and supervise volunteers at special events.
- Oversee database manager who is responsible for the creation and management of potential participants and companies for events and provide reports as required.
- Work with and coordinate the activities of the National and Regional Corporate Sponsors to maintain a friendly and cooperative relationship, acquaint them with Easterseals' programs and services and advise and assist them in their fundraising activities.

Senior Director of Development Nov. 2014 – Sept. 2017

Manage day-to-day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College.

- Work with chapter members to enhance relationships and create greater fundraising and outreach possibilities.
- Develop and manage budgets relating to special events as well as oversee cash management at the events.
- Develop long term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, logistics and new program development.
- Organize, coordinate and supervise volunteers at special events.
- Create and manage database of potential participants and companies for events and provide reports as required.

Saint Anselm College, Manchester, NH

Executive Director, Development and Advancement Services Oct. 2013 – Nov. 2014

Manage day to day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College

- Supervision of annual giving, stewardship, research and advancement services teams in College Advancement
- Oversee and implement all direct mail, e-mail and social media communication – including content, segmentation, timing, etc. – resulting in a 3.7 million dollars raised in annual giving for fiscal year 2014
- Manage all gift entry and database coordination
- Supervise campaign communications and stewardship programs - developing a stewardship plan resulting in 95% of donors receiving donor stewardship packages
- Act as liaison between College Advancement and Athletics resulting in increased athletic participation and dollars raised each of the last 3 years
- Provide and report on fundraising financials to Trustees

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Director, Annual Giving December 2010 – October 2013

Manage $3 million annual giving program for Saint Anselm College

- Supervision of five person annual giving staff
- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly ranging from $1,000 to $10,000
- Established new reunion giving program and young alumni giving program
- Increased alumni participation from 17% in 2010 to 21% projected in 2013
- Create and implement annual appeal schedule and mailings

Associate Director, Annual Giving July 2009 – December 2010

Support, implement and enhance the Saint Anselm Fund

- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly
- Create annual fund marketing pieces and solicitation letters for fundraising purposes
- Manage and support Reunion Giving programs for 4-5 classes yearly
- Support Office of Alumni Relations at college programs and events

Assistant Director, Annual Giving/ Director, Saint Anselm Phone-a-thon June 2005 – June 2009

Support and enhance the Saint Anselm Fund as well as being responsible for all day-to-day activities of Saint Anselm College Phone-a-thon program

- Lead and facilitated Senior Class Gift Program, increasing student participation three consecutive years
- Manage and supervised staff of 60-65 students in requesting donations from all college alumni
- Implemented a new training program for all callers resulting in higher overall alumni participation
- Assisted the Manager of Advancement Services in creating a new database to streamline the input and updating of alumni records
- Increased dollars raised by the phone-a-thon from $95,000 to $170,000

Assistant Director, Alumni Relations September 2004 – June 2005

Work with Vice President of Alumni Relations in planning, implementation and follow-up on all college events

- Created and designed invitations and brochures for college alumni events
- Recruited and managed volunteers to work various college events including Reunion Weekend, Homecoming, and others
- Effectively responded to and communicated with alumni regarding general alumni inquiries

SnapDragon Associates, Bedford, NH

Recruiter April 2004 – September 2004

Worked with the President and Vice President of company in all day-to-day activities of the company

- Contacted possible clients (businesses) to provide recruiting services resulting in 2-3 new leads per week
- Searched for, contacted and interviewed top quality professionals for client positions

EDUCATION

Masters in Business Administration January 2008
Southern New Hampshire University, Manchester, NH

Bachelor of Arts in Business May 2004
Saint Anselm College, Manchester, NH

OTHER RELATED EXPERIENCE

Moore Center Services Development Board	Sept. 2010 – Sept. 2016
Diocesan School Board – New Hampshire	June 2014 – present
Goffstown Junior Baseball Board	January 2016 - present

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Claire H. Gagnon, CPA

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Experience

Easterseals New Hampshire
Manchester, NH
Senior Vice President/Controller **June 2007 – Current**

- Supervise Senior level Accounting and Payroll staff and departments.
- Manage all accounting functions while ensuring the practice of net asset accounting in a multi-corporate multi-state growing environment.
- Serve as a member of the Senior Management team and participate in strategic planning for the organization.
- Serve as the management liaison to the board and audit committees, assisting the CFO as needed; effectively communicate and present critical financial matters at select board of trustees and committee meetings.
- Establish systems to ensure compliance with the requirements of: GAAP, Circular A-133, Federal and State agencies.
- Oversee preparation of all internal financial reporting to ensure accuracy, timeliness, and relevance.
- Oversee budget planning process, projections and variance analysis.
- Ensure the preparation of all required external reports for all entities ie; IRS form 990's.
- Oversee grants reporting functions.
- Oversee internal controls to include checks and balances, system testing, and procedure documentation and compliance with GAAP and other applicable standards.
- Oversee cash management system to include daily short-term investing and borrowing and cash flow forecasts.
- Perform financial analysis to include assessments for new projects and program initiatives.
- Explore and implement best practices and bench marking tools for related business functions.

ShootingStar Broadcasting of NE, LLC
Derry, NH
Director of Finance **September 2005 – February 2007**

- Manage monthly financial statements and General Ledger Closing process. Includes reporting to outside sources; i.e., lenders and investors.
- Manage accounting staff and all aspects of accounting and business office.
- Prepare and/or review cash activity reports used in cash management on a weekly basis.
- Prepare departmental budgets and forecasts. Revise forecasts quarterly to monitor station's financial position.
- Manage Human Resource function for up to 60 employees, including managing union contractual obligations.
- Supervise credit and collection procedures for accounts receivable.
- Manage insurance and other vendor-related issues. Successfully replaced both employee benefits provider as well as 401(k) administrators.
- Manage FCC compliance requirements.
- Manage barter activity and activity reporting.

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Daniel Webster Council, Boy Scouts of America, Inc.
Manchester, NH
Controller **1997 – September 2005**

- Produce all monthly financial reports and monitor Council's financial position.
- Plan, develop and monitor the annual budget.
- Prepare all financial schedules for annual audit and assist with necessary tax filings.
- Participate and advise on the Investment Committee of the Council as well as prepare reports on a quarterly basis summarizing the activity in the $13M endowment.
- Member of Management Team which is responsible for the administration of policies and procedures of the corporation.
- Prepare all payroll returns and year-end reports.
- Manage accounting staff and oversee accounts payables and receivables.
- Administer benefit programs including but not limited to 403(b) and insurance programs for over 40 employees.
- Serve Council in other capacities on various committees with business leaders in the community.

Lynne M. Hudson, PC
Andover, MA
Manager **1994 – 1997**

- Supervise Audit, Reviews and Compilations.
- Prepare and review corporate, personal, fiduciary and payroll tax returns.
- Perform year-end inventory audits on Manufacturing companies.
- Serve as liaison for audits between IRS and Business, as well as personal clients.
- Perform year-end tax projections, tax planning and Management Advisory Services.
- Hire, train, Staff Development and Performance reviews.

Creelman & Smith
Boston, MA
Senior Accountant **1992 – 1994**

- Preparation of Corporate, Personal and Non-Profit tax returns.

Smith Batchelder & Rugg
Manchester, NH
Senior Accountant **1988 - 1992**

- Preparation of Corporate, Personal and Non-Profit tax returns.
- Staff auditor for various companies including financial, service and manufacturing industries.

Volunteer
Board Treasurer, New Hampshire Legal Assistance
Member 100 Women Who Care
Tax Preparer AARP **2014-2018**
Graduate Leadership Greater Manchester 2019

Education
Plymouth State College, B.S. Accounting, May 1987
CPA Certified 1991
Granite State College, Leadership Academy, September 2015

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LISABRITT SOLSKY, JD, CHIE

[redacted]

Trusted public sector executive leader specializing in healthcare, equity and the intersectional holistic health needs of individuals and families. Expertise in program design, implementation, and oversight. Recognized for process improvement and operational effectiveness within financially constrained enterprises. Data-driven decision maker skilled in relationship building. Valued for building dynamic and loyal teams that achieve superior, collaborative results for constituencies. Best suited for mission driven organizations.

EXPERTISE

- Strong New Hampshire public sector relationships
- Organizational strategy
- Policy development
- Government regulation & compliance
- Managed Care Operations
- Deep Medicaid service, eligibility and finance knowledge
- Government affairs
- State budgeting

EXPERIENCE

JUNE 2020-PRESENT

VICE PRESIDENT OF STRATEGY AND CORPORATE DEVELOPMENT, GRANITE STATE INDEPENDENT LIVING

Reporting to the CEO and responsible for creating multi-faceted roadmap for non-profit modernity and sustainability at the state's only Center for Independent Living that provides comprehensive services to individuals who experience disability. Portfolio includes strategic business development, advocacy, fundraising, events, donor management and communications. ACCOMPLISHMENTS: Procured multiple grants in first several months of tenure totaling $100k; Oversaw acquisition of new business enterprise; Managed 2 website overhauls and redesigns; Supported other departments in collecting, analyzing and using data to drive decisions; Secured place in Business Development Learning Collaborative through NCIL; Wrote corporate COVID-19 policy; Assumed responsibility for corporate weekly newsletter making it a relevant, informative source of information and corporate communication.

MARCH 2015 – SEPTEMBER 2019

EXECUTIVE DIRECTOR, WELL SENSE HEALTH PLAN

Reporting to the CEO, this role is the most senior position on the ground, leading day-to-day operations of the state's largest and only not-for-profit Medicaid managed care organization. Maintained corporate relationships with government, regulators, thought leaders, legislators, community organizations, vendors and healthcare providers and systems. Set and implemented health plan strategy consistent with corporate financial and performance goals. Served on corporate executive team with chiefs. Led office of 65 employees across clinical, provider, operations, compliance and customer care domains.

ACCOMPLISHMENTS: Co-led successful drafting and submission of bid for second five-year, $400M contract; established strategic partnerships with Families In Transition/New Horizons; advised legislative commission that reauthorized Medicaid adult expansion; rated a Best

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Company to Work For by Business NH Magazine 2017 and 2018, and number one female led not-for-profit by Business NH Magazine 2016.

MARCH 2000 – FEBRUARY 2015

DEPUTY MEDICAID DIRECTOR, NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES

Served for seven years as Deputy Medicaid Director managing a portfolio that included managed care operations, data & analytics, health planning & research, State Plan & policy, government affairs, provider relations, member services and Children's Health Insurance Program (CHIP). Led team of 8-9 direct reports and supported Medicaid Director and Commissioner.

For eight years prior, served as General Counsel and Administrator in Division of Family Assistance, Estate Recovery, Office of Reimbursements and Administrative Rules Unit, providing policy support for programs of public assistance, managing an active probate and trust practice, and overseeing adoption of all departmental regulations.

ACCOMPLISHMENTS: successfully transformed the CHIP program to an MCHIP, saving the state millions of dollars while simultaneously expanding the breadth and depth of coverage for low-income children, launched the state's first mandatory Medicaid managed care program, oversaw publication of scholarly research on the health of New Hampshire's most vulnerable citizens.

1997 – 2000

STAFF ATTORNEY, MERRIMACK VALLEY LEGAL SERVICES

1996 – 1997

LEGAL ADVOCATE & VOLUNTEER COORDINATOR, DOVE, INC.

EDUCATION

JURIS DOCTOR, UNIVERSITY OF THE DISTRICT OF COLUMBIA, DAVID A. CLARKE SCHOOL OF LAW

One of the nation's only public interest law schools and an HBCU.

BACHELOR OF ARTS, UNIVERSITY OF MASSACHUSETTS, AMHERST

Major in English, minor in Women's Studies. Participated in National Student Exchange Program. Lived and worked in fully functioning co-operative dormitory; served on dorm house council for 3 semesters.

DISTINCTIONS

Member Massachusetts Bar Association (retired)
Member New Hampshire Bar Association (inactive)
Earned America's Health Insurance Plans Certified Health Insurance Executive credential (2016)
Business NH Magazine Top Woman-Led Business recognition (2016)
Business NH Magazine Best Company to Work For (2017 & 2018)
Business and Industry Association "Above and Beyond Award" recipient (2011)
Manchester Union Leader 40 Under Forty honoree (2010)
Leadership New Hampshire (2008)

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CIVIC ENGAGEMENT

Member New Hampshire Governor's Interagency Council on Homelessness (2018-2021)
Board of Directors, New Hampshire Public Health Association (2020 to present)
NH COVID-19 Equity Task Force (2020-present) led "Justice Involved" Workgroup promoting needs/interests of incarcerated people vis-à-vis COVID-19
Board of Directors, NH Women's Foundation F/K/A Women's Initiative (2010 – 2015)
Leadership NH Selection Committee (2014 – 2018)
NH Bar Association Lawyer & Judge In Every School (2006, 2007)

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CATHY KUHN, PHD

[redacted] [redacted] [redacted]

[redacted]

STRATEGIST | COMMUNITY RELATIONS | NONPROFIT MANAGEMENT

Agile, innovative leader with a proven record of accomplishments, creating long-standing trust and respect from executives, staff, key stakeholders, and media. Results-oriented professional with a natural ability to motivate others to achieve desired outcomes. Knowledgeable and articulate advocate with a proven track record of results

Signature Achievements & Competencies

- Doubled budget of the Metropolitan Housing Coalition in one year with private foundation grants and contracts.
- Managed over $4 million in local, federal and state funding sources at Families in Transition. Secured over $400,000 in private foundation grants in 2019, over $500,000 in private foundation grants in 2018, as well as a new federal grant for $1.5 million over five years.
- Provided strategic direction for all agency activities including Emergency Shelter and Housing Services, Research and Evaluation, Marketing and Communications, Resource Development, Grants Management, Property Management and Housing Development.
- Served as subject matter expert on the issue of homelessness across the state of New Hampshire. Currently serve as subject matter expert for TV, radio and print media on a range of issues related to safe and affordable housing in Louisville, KY.
- Develop and foster strong relationships with city, state, federal and corporate partners.
- Served as the Chairperson of the NH Governor's Interagency Council of Homelessness, appointed by Governor Hassan and Governor Sununu.

PROFESSIONAL HIGHLIGHTS

EXECUTIVE DIRECTOR

Metropolitan Housing Coalition Louisville, KY | October 2020 - Present

- Responsible for all aspects of agency operations including board development and engagement, financial management and forecasting; fundraising; strategic planning; communications and marketing; outcomes and evaluation.
- Leader in advocacy regarding all aspects of affordable housing including fair housing; vacant and abandoned properties; land development code reform; utility insecurity.
- Led successful application for national affordable housing learning collaborative. Louisville was 1 in 8 cities selected for participation in the Housing Solutions Collaborative in partnership with over 10 local organizations.
- Received $120,000 research grant to investigate interventions to reduce the high rate of evictions in Louisville.
- Serve as local expert on issues related to affordable housing, participating on dozens of local housing committees and panels, as well as key spokesperson for TV, print, and radio media.

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PROFESSIONAL HIGHLIGHTS - CONTINUED

HOUSING DEVELOPMENT CONSULTANT

Easter Seals NH, VT and ME | January-July 2021

- Provide consultation to Easter Seals NH on acquisition of new permanent supportive housing projects for people experiencing homeless in New Hampshire.
- Provide assistance to Easter Seals NH on the development of new affordable housing in Northern New England.
- Provide consultation to Easter Seals NH on Property Management processes and funding compliance.

PROFESSIONAL HIGHLIGHTS - CONTINUED

CHIEF STRATEGY OFFICER/INTERIM TEAM EXECUTIVE DIRECTOR

Families in Transition Manchester, NH | Oct 2019-June 2020

VP, Research and Training (2009-2019) Director, Housing Development (2007-2008)

- Appointed Interim Team Leader after departure of agency founder in October 2019. Assigned supervisory responsibilities for staff and departments formerly supervised by the former President including Property Maintenance and Housing Development, Resource Development, and Marketing and Communications.
- Led the agency through the COVID-19 pandemic, successfully and immediately standing up the city's only decompression and quarantine site for people experiencing homelessness. Ensured a safe working environment for all staff and a safe living environment for over 500+ people per night.
- Core member of senior management team providing strategic direction and operational management for organization with $13M budget and 200+ staff, operating programs in four cities and towns in New Hampshire.
- Provided strategic direction for Emergency Shelter and Housing Intake, Research and Evaluation, Marketing and Communications, Resource Development, Grants Management, Property Management and Housing Development.
- Acted as agency spokesperson.
- Led fundraising, construction and programmatic development of new emergency shelters and permanent supportive housing programs across New Hampshire.
- Acted as the direct supervision to 11 staff at all levels ranging from senior management, mid-management, frontline, administration and 1 VISTA (Volunteer in Service to America).
- Provided strategic guidance in the merger of the organization with another large nonprofit and provided oversight for the rebranding process.
- Successfully started Housing Benefits, an independent Community Housing Development Organization (CHDO) and ensured compliance with 501c3 and CHDO requirements.
- Managed the maintenance and administration of existing and new housing projects.
- Led agency evaluation efforts on existing programs and services to ensure fidelity with evidence-based models.
- Led high quality training and educational forums for both staff and citizens on existing research regarding homelessness and the provision of evidence based practices.

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PROFESSIONAL HIGHLIGHTS - CONTINUED

DIRECTOR

New Hampshire Coalition to End Homelessness | 2012-2020

- Established, developed and managed agency Board of Directors.
- Led statewide advocacy activities in the response to COVID-19 highlighting the need for shelter decompression, isolation and quarantine locations, testing, and PPEs for staff and people experiencing homelessness in NH.

- Served as subject matter expert on the issue of homelessness across the state.
- Developed and authored annual report on the State of Homelessness in New Hampshire.
- Management of all programmatic and financial affairs of the agency including strategic planning and implementation of new programming.
- Created and implemented the Granite Leaders Program, a six month leadership training program for people with histories of homelessness interested in leadership opportunities in their communities.
- Provided trainings on trauma informed services and other best practices in service provision for people experiencing homelessness.
- Researched and authored Community Analyses of Housing and Homelessness, Wakefield, NH. 2018
- Developed and implemented marketing strategies and public awareness activities.
- Identified and led statewide collaborations and innovations in homeless services, including the establishment of the NH Homeless Advocate Leader Collaborative.
- Served as the Chairperson of the NH Governor's Interagency Council of Homelessness, appointed under Governor Hassan and Governor Sununu.
- Led state and local advocacy efforts including public testimony at legislative hearings.
- Founded Research Program Facilitating Research on Homelessness with faculty and students in institutions of higher learning across NH.

PROFESSIONAL HIGHLIGHTS - CONTINUED

ADJUNCT PROFESSOR

St Anselm College, Southern New Hampshire University, New Hampshire Technical Institute

Manchester and Concord, NH | 2006 – Present

- Courses taught include: Social and Professional Issues in Human Services; Introduction to Sociology; Poverty and Social Welfare Policy; Sociology of Gender; Social Stratification; Race and Ethnicity; Family and Society.
- Consistently receive high evaluations from students of all backgrounds and abilities.

Additional Achievements, Education & Board Service, Continued Page 3

PROFESSIONAL HIGHLIGHTS - CONTINUED

UNITED STATES PEACE CORPS VOLUNTEER

PANAMA | 1997-1999

- Environmental Education Instructor, Grades K-5.

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EDUCATION & PROFESSIONAL DEVELOPMENT

Ph.D. Sociology/Urban Studies, July 2006
Michigan State University

Master of Science, Resource Development/Urban Studies, May 2001
Michigan State University

Bachelor of Science, *cum laude*, Environmental Studies, May 1995
Rollins College, Winter Park, FL

BOARD LEADERSHIP & PROFESSIONAL ACHIEVEMENTS

Co-Author of Chapter in Forthcoming Book.. Oxford University Press comprehensive, interdisciplinary volume on hope. "Hope and Homelessness." with Therese Seibert, PhD | May 2021-Present.

Awardee, 2020 Home Matters in NH Award for Affordable Housing and Ending Homelessness Advocacy in NH. | December 16, 2020.

Chair, NH Governor's Interagency Council on Homelessness | 2016 – August 2020.

Vice Chair, Manchester Continuum of Care | 2017-August 2020.

Governing Council Member, Housing Action New Hampshire | 2016– August 2020.

Member, Housing and Community Development Planning Committee | 2018-August 2020.
New Hampshire Housing and Finance Authority

Board Member, Concord Coalition to End Homelessness | 2014-2016

Graduate, Leadership New Hampshire | Class of 2019.

Awardee, NH Union Leader 40 Under Forty | Class of 2012
Recognizing young leaders making a difference in the state.

Interviewee, Movers & Shakers iHeartRADIO Show | June 2020
A series of interviews of leaders from all over the country

Guest on NHPR's The Exchange Radio Show | 2013, 2014, 2015, 2016 and 2019.

Guest on KY Radio Alliance Show | 2021

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BOARD LEADERSHIP & PROFESSIONAL ACHIEVEMENTS, CONTINUED

Guest on Louisville Public Meida's *In Conversation* Radio Show | September 2021

Subject Matter Expert
Appearance in TV and print media sources including
WMUR, NH1, Union Leader, Seacoast Online, HIPPO, Manchester Ink Link,
NH Business Review, Laconia Daily Sun, Christian Science Monitor, AP, Courier Journal, Louisville Public Media, Spectrum News, etc.de

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Susan L. Silsby

SUMMARY OF QUALIFICATIONS

- Over 25 years of experience in the non- profit industry
- Successful track record in program operations across multiple states
- Strong leadership and managerial skills
- Solid fiscal management ability
- Exceptional customer service skills
- Professional, organized and highly motivated

EDUCATION

University System of New Hampshire Plymouth, New Hampshire
BA in Psychology

Varsity Swimming & Diving, Varsity Field Hockey, Delta Zeta National Sorority

PROFESSIONAL EXPERIENCE

1988- Present EASTER SEALS NEW HAMPSHIRE

Senior Vice President of Program Services

Plan, develop, implement and monitor program services for adults throughout New Hampshire.

Manage all aspects of operations related to the delivery services including program development, financial management and personnel management.

Analyze trends in referrals, service delivery and funding to develop and implement strategic plans that increase the market share, enhance financial viability and improve public relations.

Report on administrative, financial, and programmatic outcomes.

Initiate and maintain contact with local and state agency representatives, at all levels, to promote Easter Seals services and develop new program opportunities.

Establish and maintain effective and positive relationships with public and private agencies, referring agencies, parents, funders, and community representatives to ensure customer satisfaction and solicit increased referrals

Other positions held: Vice President of Community Based Services, Director of Vocational Services, Direct Support Professional

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Peter C. Hastings

C-LEVEL INFORMATION TECHNOLOGY EXECUTIVE

With 30 years of IT Experience and Track record of Success Delivering Results-Driven Technology Solutions

Career Profile

Results-driven IT Executive with expertise envisioning and leading technology-based, multi-million-dollar budget initiatives, grounded solidly on business and economic value. Proven track record management career, marked by demonstrated ability to build performance-driven teams and achieve cross-functional business objectives. A valued member of senior executive teams, contributing a seasoned road-based perspective to create practical IT strategies and implementing plans designed for maximum return at the lowest cost.

Core areas of expertise include:

➢ IT Strategy and Execution	➢ Global ERP Implementations	➢ Organization Design & Restructuring
➢ Time and Resource Optimization	➢ Process Improvement	➢ Team Building & Leadership
➢ Enterprise IT Systems	➢ Information Architecture	➢ New Product & Technology Launch
➢ Project and Program Management	➢ Corporate Mission Fulfillment	➢ Multi-Million Dollar Budget Management
➢ PMO Management	➢ Cyber Security leadership	➢ Vendor & Contract Negotiations
➢ Matrix Management	➢ Global Management	➢ Innovation leadership
➢ Merger & Acquisitions	➢ Disaster Recovery	➢ Homeland Security
➢ Private Sector	➢ Change Management	➢ Public Policy
➢ Higher Education Sector	➢ Non – Profit Sector	➢ State Government Sector

Selected value-offered Highlights

- **Making Cyber Security a critical priority;** Demonstrating that Cybersecurity needs to be a top priority of every organization through examples. Then creating policy and awareness training to ensure the security of all environments by each.

- **Driving force to standardized Software configuration Management Enterprise-Wide;** drove innovation in the State of New Hampshire by standardizing software development processes across the enterprise, utilizing a centralized software configuration management tool. Oversaw an enterprise migration from individual servers to a virtual enterprise environment containing over 300 servers saving both money and staff hours.

- **Led team to standardize a hybrid ERP implementation process for global deployment;** produced an Oracle ERP implementation methodology that utilized internal personnel instead of consultants saving the company over 20 million dollars in 6 years. This process streamlined the project schedule from 12 months to 21 weeks per manufacturing facility. This methodology was executed in 24 countries over 24 months, resulting in the conversion of 108 manufacturing facilities to a common ERP platform.

PROFESSIONAL EXPERIENCE

Easterseals - Manchester, NH — **November 2021 – Present**

Chief Information Officer / Information Security Officer

Leading information technology functions of the organization, serving as an integral partner and member of the Senior Management team. Guiding Information Technology strategy to support and strengthen Easter Seals. Implementing the current information security initiatives throughout the agency while planning for changes in a defensive and offensive posture to meet future threats.

Merrimack College – No. Andover MA — **July 2015 – November 2021**

Associate Vice President/CIO

Part of the Senior Leadership Team to provide vision, leadership, strategic planning, increase customer service, bringing credibility to IT, drive critical change in technology to meet the mission and strategic plan of Merrimack College. To ensure that the college's technology infrastructure is being maintained, protected and provides the functional tools for the college's mission of higher education. To provide fiscal leadership in developing an IT budget based on the approved plan and responsible infrastructure goals in supporting the higher education needs of the college. Support institution initiatives such as Mobile Merrimack that supports thousands of iPads for teaching in the classrooms.

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STATE OF NEW HAMPSHIRE - Concord, New Hampshire — **March 2007 to August 2014**
Commissioner/CIO Department of Information Technology — **June 5, 2013, to August 2014**
Acting Commissioner/CIO Department of Information Technology — **October 17, 2012, to June 5, 2013**
Interim Commissioner/CIO Department of Information Technology — **April 2010 to February 2011**

Reported to the Governor of the State of New Hampshire - managed the Department of Information Technology (DoIT), an agency which has a staff of over 350 and an annual budget that exceeds 60 million dollars. DoIT is responsible for all IT support for the State's 65 agencies and over 10,000 full-time employees, including cybersecurity, desktops, servers, applications, networks and providing services to the over 1.3M citizens of the State.

Director of Agency Software Division — **March 2008 – June 2013**
Reported to the CIO of the State of New Hampshire - managed the Agency Software Division (ASD) in 20 of the State's largest agencies overseeing the efforts of over 160 staff. Engaged Agency Commissioners and senior management in the development of tactical and strategic plans, reporting, budgets, problem resolutions, and promoted DoIT best practices, policies, standards and procedures.

Agency IT Leader (Department of Safety) — **March 2007 – March 2008**
Reported to the Director of the Agency Software Division - managed the IT organization responsible for the software development, production and maintenance of all software applications for the State of New Hampshire's Department of Safety. The Department of Safety encompasses the State Police, Highway Patrol, Bureau of Emergency Management and Department of Motor Vehicle.

VECTRON INTERNATIONAL CORP - Hudson, NH — **July 2005 – February 2007**
Director of Global IT
Reported to the CFO - responsibilities encompassed managing the $10 million IT budget, 4 direct and 13 indirect reports providing global support for continuous operations for ERP, LAN/WAN, infrastructure, telecommunications, and end-user computing environment.

SANMINA-SCI Corp - Salem, NH — **April 1996 – January 2005**
Sr. Director of Global EMS Services — **January 2003 – January 2005**
Managed a direct staff of 10 and was responsible for the planning, master scheduling and managing the migrating of 108 global manufacturing facilities to the Oracle 11i ERP System.

Sr. Director of Mergers & Acquisitions, Administration — **November 2001 – January 2003**
Managed a direct staff of 7 and was responsible for creating, developing and managing the M&A administration team while managing the IT $35M budget.

Sr. Director of Global Applications — **April 2000 – November 2001**
Managed a direct staff of 25 and worked closely with other Directors to understand their business requirements and issues to translate them into technical deliverables for the application group.

Director of Americas Field IT — **April 1996 – April 2000**
Managed a direct staff of 30 and was responsible for supporting 65 manufacturing facilities throughout North American and for supporting all aspects regarding telecommunications and business systems in the Eastern division of the company.

Education and Credentials

Merrimack College: Master's of Science in Management - MSM
Rivier University: Awarded a BA in Individualized Studies - Summa Cum Laude
Northern Essex Community College: Awarded an Associates in Electronic Technologies - Cum Laude

Military

United States Army, Honorable Discharge

Affiliations

Sigma Iota Epsilon (SIE)
National Organization of State CIOs' (NASCIO)
Multi-State Information Sharing & Analysis Center (MS-ISAC)
National Association of Insurance Commissioners (NAIC)
State of New Hampshire Town Clerks Association

Interests

Family
Chess
Outdoor Activities
Theater
Music
Building

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EASTER SEALS NEW HAMPSHIRE, INC.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maureen Beauregard	President & CEO	$309,000.00	0%	$0
Claire Gagnon	CFO	$170,000.00	0%	$0
Lisabritt Solsky Stevens	CGO	$170,000.00	0%	$0
Catherine Kuhn	CTPRO	$170,000.00	0%	$0
Joseph Emmons	CDO	$148,526.00	0%	$0
Tina Sharby	CHRO	$183,855.00	0%	$0
Peter Hastings	CIO	$185,000.00	0%	$0
Susan Silsby	EVP Programs	$174,332.00	0%	$0

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GAC

Lori A. Shibinette
Commissioner

Karen E. Hebert
Director

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

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

June 13, 2022

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 contracts with the Contractors listed below in an amount not to exceed $7,880,593 to provide services to increase the wellbeing and health of New Hampshire citizens by preventing and reducing homelessness and increasing successful placements to permanent housing, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through January 1, 2026. 27% Federal Funds. 73% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Action Program of Belknap and Merrimack County, Inc.	177203	Belknap and Merrimack Counties	$1,506,289
Community Action Partnership of Strafford County	177200	Strafford County	$1,506,289
Easter Seals New Hampshire, Inc.	177204	Statewide	$1,506,289
The Front Door Agency, Inc.	156244	Greater Nashua	$1,506,289
Southwestern Community Services, Inc.	177511	Cheshire and Sullivan Counties	$1,506,289
The Mental Health Center of Greater Manchester, Inc.	177184	Merrimack, Hillsboro and Rockingham Counties	$349,148
		Total:	**$7,880,593**

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Years 2024 through 2026, upon the availability and continued appropriation of funds in the future operating budget, 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.

See attached fiscal details.

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EXPLANATION

The purpose of this request is to increase the wellbeing and health of New Hampshire citizens by preventing and reducing homelessness and increasing successful placements to permanent housing by providing Street Outreach, Rapid Re-Housing, Homelessness Prevention, and Housing Stabilization services throughout the State.

Street Outreach, Rapid Rehousing and Homelessness Prevention Services are funded by the Emergency Solutions Grant (ESG). ESG is a United States Department of Housing and Urban Development (HUD) formula grant program. Eligible recipients are states, metropolitan cities, urban counties and territories that apply through the Consolidated Planning process. As the HUD State Recipient for ESG, the Department must sub-grant all ESG funds to units of local government, private, and/or nonprofit organizations. The Contractors will provide services that include:

- Engaging individuals and families experiencing homelessness;
- Rapidly re-housing individuals and families experiencing homelessness; and
- Preventing families and individuals from becoming homeless.

The Contractors will provide services that include eviction and homelessness prevention for low income families and individuals.

Approximately 2200 individuals will be served annually. The population to be served includes individuals and families who are homeless in accordance with the HUD definition, meaning they lack a fixed, regular, and adequate nighttime residence. This includes places not meant for human habitation, and publicly or privately operated shelters. The population to be served also includes individuals and families at risk of homelessness.

Street Outreach will provide essential services to individuals and families experiencing unsheltered homelessness by connecting them with emergency shelter, housing, employment or critical services, and providing them with urgent, non-facility-based services.

Rapid Rehousing (RRH) will provide housing stability case management and financial assistance to individuals or families who are homeless in accordance with the HUD definition, as described above. This includes places not meant for human habitation, and publicly or privately operated shelters. The goal of RRH is to help households move as quickly as possible into permanent housing, and achieve stability in that housing.

Homelessness Prevention will provide case management and financial assistance to prevent extremely low-income households from becoming homeless. Component services and assistance generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, utility deposits and payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair.

Housing Stabilization will provide case management and financial assistance to prevent low-income households from eviction to remain housed and not becoming homeless. Component services and assistance consist of rental or utilities arrears, storage unit fees, other fees that directly impact housing stability, such as vehicle repairs to maintain employment.

The Contractors will also determine individuals' eligibility for services, in accordance with the eligibility requirements of Emergency Solutions Grant (ESG), including verifying housing status.

The Department will monitor performance of the Contractors by tracking the following outcomes measures for each service category:

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Street Outreach:

- Ninety-five percent (95%) of unsheltered persons enrolled into the Street Outreach project will be provided permanent housing referrals.
- Ninety-five percent (95%) of unsheltered persons enrolled into the Street Outreach project will be provided referrals to ongoing community resources.
- Ten percent (10%) of persons served will move to permanent housing destinations as a result of street outreach services.

Rapid Rehousing

- At least eighty percent (80%) of households served by the program will move into permanent housing in an average of 90 days or less.
- At least eighty percent (80%) of households that exit the rapid re-housing program will exit into permanent housing.
- At least eighty percent (80%) of households that exit a rapid re- housing program to permanent housing will not become homeless again within a year.

Homelessness Prevention and Housing Stabilization

- At least eighty percent (80%) of households served by the program will resolve imminent housing crisis within an average of ninety (90) days or less.
- At least eighty-five percent (85%) of households that exit a Homeless Prevention or Housing Stabilization project will exit into Permanent housing.
- At least eighty percent (80%) of households that exit a Homeless Prevention or Housing Stabilization project into permanent housing will not enter into homelessness within a year.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from November 30, 2021 through December 28, 2021. The Department received six (6) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Provisions Section 3.3 of the attached agreements, the parties have the option to extend the agreements for up to four (4) 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, individuals and families at risk of or currently homeless will not have the housing assistance needed to prevent or end their housing instability and to maintain stable housing in the community.

Source of Federal Funds: Assistance Listing Number Federal Domestic Assistance (CFDA) #14.231, U.S. Department of Health and Human Services, FAIN #E-21-DC-33-0001

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

100% Federal Funds, 0% General Funds, 0% Other Funds (Name of Source)

Community Action Program, BelknapMerrimack Counties Inc — Vendor # 177203

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

Community Action Partnership of Strafford County — Vendor #177200

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

Easter Seals New Hampshire — Vendor #177204

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

The Front Door Agency Inc — Vendor #156244

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

Southwestern Community Services, Inc — Vendor #177511

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

The Mental Health Center of Greater Manchester Inc — Vendor #177184

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

0% Federal Funds, 100% General Funds, 0% Other Funds (Name of Source)

Community Action Program, BelknapMerrimack Counties Inc — Vendor # 177203

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

Community Action Partnership of Strafford County — Vendor #177200

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

Easter Seals New Hampshire — Vendor #177204

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

The Front Door Agency Inc — Vendor #156244

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

Southwestern Community Services, Inc — Vendor #177511

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

Overall Total	$7,880,593

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2022-DEHS-01-EMERG

Project Title Emergency Solutions Grant

	Maximum Points Available	Community Action Partnership of Strafford County	Community Action Program, Belknap Merrimack Counties Inc	Easter Seals	Front Door Agency Inc	Southwestern Community Services	The Mental Health Center of Greater Manchester
Technical							
Ability (Q1)	30	26	9	30	30	25	25
Experience (Q2-4)	40	34	15	40	38	36	35
Capacity (5-6)	30	26	15	28	27	25	25
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
TOTAL POINTS	100	86	39	98	95	86	85

	Reviewer Name	Title
1	Mandy Regan	Program Planning and Review Specialist
2	Michael Bradley	Administrator III
3	Jamie Kelly	Program Planning and Review Specialist
4	Betsy O'Connor	Program Specialist III
5	Robert O'Hannon	Program Specialist IV

FORM NUMBER P-37 (version 12/11/2019)

Subject: Emegency Solutions Grant (RFA-2022-DEHS-01-EMERG-03)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Easter Seals New Hampshire		1.4 Contractor Address 555 Auburn Street Manchester, NH 03103	
1.5 Contractor Phone Number (603) 623-8863	1.6 Account Number 05-95-42-423010-79270000	1.7 Completion Date January 1, 2026	1.8 Price Limitation $1,506,289
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Lisabritt Solsky-Stevens Date: 5/27/2022		1.12 Name and Title of Contractor Signatory Lisabritt Solsky-Stevens Chief Growth Officer	
1.13 State Agency Signature DocuSigned by: Karen Hebert Date: 5/31/2022		1.14 Name and Title of State Agency Signatory Karen Hebert Division Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino		On: 6/1/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials LS (DS)
Date 5/27/2022

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Date 5/27/2022

New Hampshire Department of Health and Human Services
Emergency Solutions Grant

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

      3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

      12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Emergency Solutions Grant

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide services in this agreement to New Hampshire citizens by preventing and reducing homelessness, and increasing successful placements to permanent housing.

1.2. The Contractor shall ensure services are available Statewide.

1.3. For the purposes of this agreement, all references to days shall mean calendar days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 a.m. to 4:00 p.m., excluding state and federal holidays.

1.5. HUD Definition of Literally Homeless:

1.5.1. Has a primary nighttime residence that is a public or private place not meant for human habitation; or

1.5.2. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

1.5.3. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

1.6. Scope of Services Applicable to Services

1.6.1. The Contractor shall determine eligibility for services, in accordance with the eligibility requirements of Emergency Solutions Grant (ESG), for individuals, including but not limited to:

1.6.1.1. Verifying housing status, including, but not limited to:

1.6.1.1.1. Verification of literal homelessness as defined in Section 1.2.4., and Exhibit B-1, Homeless Definition, Recordkeeping Requirements and Criteria.

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1.6.1.1.2. At risk or imminent risk of homelessness.

1.6.2. The Contractor shall ensure documentation is in accordance with HUD's preferred method of verification as noted in 24 CFR 576.500 Recordkeeping and reporting requirements.

1.6.3. The Contractor shall ensure documentation that the household does not have sufficient resources or support networks, including, but not limited to,

family, friends, faith-based or other social networks, immediately available to prevent them from becoming or remaining literally homeless as indicated in Exhibit B-2, Homeless Definition, Recordkeeping Requirements and Criteria.

1.6.4. The Contractor shall determine individual and family income eligibility for Rapid Rehousing and Homelessness Prevention services in accordance with U.S. Housing and Urban Development (HUD) regulations for ESG, as specified in 24 CFR 576.

1.6.5. The Contractor shall ensure eligible annual income of the participant includes, but is not limited to:

1.6.5.1. All earned and unearned income from all sources that go to any family member.

1.6.5.2. Annualized current income to determine projected annual income.

1.6.6. The Contractor shall document activities for households who engage in or apply for Street Outreach, Rapid Re-Housing, and/or Homelessness Prevention services according to HUD guidelines, which includes but is not limited to collecting information and documenting:

1.6.6.1. Immediate risks and/or crisis to individuals and families applying for assistance to determine if steps needed to avert physical or psychological danger or threat of immediate housing loss.

1.6.6.2. Basic demographic and contact information, including but not limited to name, age, dependents, other family, current location, contact phone numbers and addresses.

1.6.6.3. Barriers identified by participants that affect housing, which may include, but are not limited to, past due rent, landlord issues, credit history, criminal background, lack of employment, and lack of income.

1.6.6.4. Solutions as defined by participant wants or requests in relation to availability.

1.6.6.5. Additional risks and vulnerabilities for prioritizing purposes, which include, but are not limited to, severe rent burdens, domestic violence, prior incarceration or institutionalization, health or mental health issues, substance abuse, and other specific housing retention barriers.

1.6.7. The Contractor shall ensure sufficient licensed staff to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS).

1.6.8. The Contractor shall ensure staff providing services are trained in and follow NH HMIS policy.

1.6.9. The Contractor shall draft written policies and procedures, subject to BHS approval, for administering the program in compliance with ESG requirements. This includes, but is not limited to:

1.6.9.1. Standard policies and procedures for: coordinated entry referral process, evaluating and re-evaluating program eligibility;

1.6.9.2. Determining and prioritizing provision of assistance;

1.6.9.3. Determining the amount of on-going rental assistance a program participant may receive; administering rental assistance;

1.6.9.4. Adhering to Fair Market Rent when applicable, rent reasonableness, lead-based paint, and lease requirements;

1.6.9.5. Conducting habitability or housing quality standards inspections;

1.6.9.6. Terminating program assistance; and

1.6.9.7. The type, amount and duration of housing stabilization and other services each participant may receive, such as a maximum amount of assistance, maximum number of months a participant receives assistance, or maximum number of times the program participant may receive assistance.

1.6.9.8. Above Sections 1.6.9.2. through 1.6.9.7 are not applicable to Street Outreach.

1.6.10. The Contractor shall participate in annual on-site reviews of the Contractor operations conducted by the Department to ensure compliance with the contractual objectives.

1.6.11. The Department shall annually perform file reviews of the Contractor operations to ensure compliance with applicable federal and state laws.

1.6.12. The Department shall provide training for Contractor staff as needed.

1.6.13. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

1.6.14. Street Outreach Program

1.6.14.1. The Contractor shall conduct street outreach activities, in accordance with 24 CFR Part 576.101 in order to meet the needs of literally homeless individuals by connecting them with emergency shelter, housing, and/or critical health services.

1.6.14.2. The Contractor shall provide essential services to eligible individuals, which include but are not limited to:

1.6.14.2.1. Client engagement.

1.6.14.2.2. Providing funding to support costs of activities to locate, identify, and build relationships with unsheltered people experiencing homelessness and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to people experiencing homelessness and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs.

1.6.14.3. Case Management: The Contractor shall provide case management services to assess housing service needs, and arrange, coordinate and monitor the delivery of individualized services to meet the needs of the program participant.

1.6.14.3.1. Eligible services and activities are as follows: using the centralized or coordinated assessment system as required under § 576.400(d); conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.

1.6.14.4. Emergency Health Services: The Contractor shall provide direct or referrals for outpatient treatment of medical conditions and must ensure services are provided by licensed medical professionals

operating in community- based settings, including but not limited to:

1.6.14.4.1. Streets.

1.6.14.4.2. Parks.

1.6.14.4.3. Other places where unsheltered people experiencing homelessness are living.

1.6.14.5. The Contractor shall provide or refer for treatment including but not limited to:

1.6.14.5.1. Assessing a program participant's health problems and developing a treatment plan.

1.6.14.5.2. Assisting program participants to understand their health needs.

1.6.14.5.3. Providing directly or assisting program participants to obtain appropriate emergency medical treatment; and

1.6.14.5.4. Providing medication and follow- up services.

1.6.14.6. Emergency Mental Health Services: The Contractor shall provide direct or referrals for therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances.

1.6.14.7. The Contractor shall provide direct or referrals for outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living.

1.6.14.8. The Contractor shall utilize funds to be used only for these services to the extent that other appropriate mental health services are inaccessible or unavailable within the community.

1.6.14.9. The Contractor shall provide or refer for crisis interventions, the prescription of psychotropic medications, explanation about the use and management of medications, and combinations of therapeutic approaches to address multiple problems.

1.6.14.10. Transportation: The Contractor shall provide transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people

to emergency shelters or other service facilities are also eligible. These costs include the following:

1.6.14.10.1. The cost of a program participant's travel on public transportation;

1.6.14.10.2. If service workers use their own vehicles, mileage allowance for service workers to visit program participants;

1.6.14.10.3. The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

1.6.14.11. Coordination of Efforts: To demonstrate area-wide systems coordination and integration of ESG assistance as described in the requirements listed at 24 CFR 576.400, the Contractor shall:

1.6.14.11.1. Participate in their region's Coordinated Entry System's intake, screening, and assessment process;

1.6.14.11.2. Ensure a direct connection with the local/regional Coordinated Entry Leadership Group within their respective region/locality;

1.6.14.11.3. Work together with the Coordinated Entry Leadership Group to determine gaps in existing street outreach teams within the CES region;

1.6.14.11.4. Ensure a direct connection with existing Street Outreach Programs to promote coordination and avoid duplication of efforts; and

1.6.14.11.5. Attend regional Continuum of Care meetings and coordinate with Local Service Delivery Area groups.

1.6.15. Housing Stabilization

1.6.15.1. The Contractor shall determine eligibility, including completing a housing assessment, to ensure that households receiving housing stabilization assistance will reside in safe, sanitary housing that meets state and local housing codes.

1.6.15.2. The Contractor shall disburse funds or equivalent vouchers to landlords.

1.6.15.3. The Contractor shall assist eligible individuals with creating budgets that will assist with maintaining housing.

1.6.15.4. The Contractor shall refer eligible individuals to community-based services that will assist with addressing barriers to housing, as appropriate.

1.6.15.5. The Contractor shall provide supportive services, financial assistance, or activities necessary to prevent individuals or families from being evicted and entering into homelessness, with the goal of retaining suitable permanent housing. The Contractor shall:

1.6.15.5.1. Provide funding for first month's rent and/or security deposit as needed;

1.6.15.5.2. Provide financial assistance to mitigate the primary reason for a tenant's pending eviction, which may include but is not limited to making payments for back rent or back utilities;

1.6.15.5.3. Provide financial assistance for short-term storage rental in the event of eviction, not to exceed six (6) months;

1.6.15.5.4. Provide one-time financial assistance that directly impacts a household's ability to avoid eviction,;

1.6.15.5.5. Facilitate landlord mediation and negotiation;

1.6.15.5.6. Assist individuals and families with connecting with legal services related to eviction proceedings;

1.6.15.5.7. Assist individuals and families with understanding leases;

1.6.15.5.8. Assist individuals and families with obtaining utility services;

1.6.15.5.9. Provide tenant counseling;

1.6.15.5.10. Provide information about and referrals to other providers;

1.6.15.5.11. Develop individualized housing and service plans that include planning a path to permanent housing stability;

1.6.15.5.12. Use the centralized or coordinated assessment system for housing prioritization;

1.6.15.5.13. Provide support through case management of those served once housed for continued success;

1.6.15.5.14. Provide ongoing risk assessment and safety planning for victims of domestic violence (DV), dating violence, sexual assault, and stalking in collaboration with DV Service Providers; and

1.6.15.5.15. Assist individuals and families with obtaining federal, state, and local benefits to obtain and maintain housing, which may include but is not limited to:

1.6.15.5.15.1. Childcare services.

1.6.15.5.15.2. Employmentand education resources.

1.6.15.5.15.3. Healthcare and mental health services.

1.6.15.5.15.4. Services for substance use disorder (SUD).

1.6.15.5.15.5. Life skills training.

1.6.15.5.15.6. Veteran services.

1.6.15.6. The Contractor shall enter client level data into the New Hampshire Homeless Management Information System (NH HMIS) and comply with all training and licensing requirements. Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. The Contractor shall comply with all privacy and security requirements set by the Department.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

3.1. The Contractor shall submit an annual report to the Department within thirty (30) days following the end of the calendar year, to improve the administration of the program, and to report performance data to HUD. Data is subject to change as required by HUD. Reports include, but are not limited to:

3.1.1. ESG CAPER: Consolidated Annual Performance and Evaluation Report (CAPER). Data collection for the ESG portion of the CAPER is aligned with the most recent version of the HMIS Data Standards.

3.1.2. Housing Inventory Count (HIC): The Housing Inventory Count collects information about all of the beds and units in each Continuum of Care homeless system.

3.1.3. Point-In-Time (PIT) Count: The Point-in-Time Count provides a count of sheltered and unsheltered homeless persons from either the last biennial count or a more recent annual count. Counts are based on:

3.1.3.1. Number of persons in households without children;

3.1.3.2. Number of persons in households with at least one adult and one child

3.1.3.3. Number of persons in households with only children.

3.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

4. Performance Measures

4.1. The Department shall monitor performance of the Contractor by establishing and tracking outcomes measures in the following categories:

4.1.1. Street Outreach:

4.1.1.1. Ninety-five percent (95%) of unsheltered persons enrolled into the Street Outreach project will be provided permanent housing referrals.

4.1.1.2. Ninety-five percent (95%) of unsheltered persons enrolled into the Street Outreach project will be provided referrals to ongoing community resources.

4.1.1.3. Ten percent (10%) of persons served will move to permanent housing destinations as a result of street outreach services.

4.1.2. Housing Stabilization

4.1.2.1. At least eighty percent (80%) of households served by the program will resolve imminent housing crisis within an average of ninety (90) days or less.

4.1.2.2. At least eighty-five percent (85%) of households that exit a Homeless Prevention or Housing Stabilization project will exit into Permanent housing.

4.1.2.3. At least eighty percent (80%) of households that exit a Homeless Prevention or Housing Stabilization project into permanent housing will not enter into homelessness within a year.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

5.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

5.3. Credits and Copyright Ownership

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

5.3.2. All materials produced or purchased under the Agreement shall have

prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

5.5. Eligibility Determinations

5.5.1. Eligibility determinations shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

5.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

5.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services

hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations

of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Emergency Solutions Grant

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 27%, Emergency Solutions Grants Program, as awarded on August 6, 2021, by the US Department of Housing and Urban Development, CFDA 14.231, FAIN# E-21-DC-33-0001.
   1.2. 73% General funds.
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a Sub-Recipient, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-5, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to 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

6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, 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.

12. Audits

12.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

12.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the

EXHIBIT C

Contract to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1, SFY 2022 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Easter Seals New Hampshire, Inc

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 179,570.00	$ 17,957.00	$ 197,527.00	$ -	$ -	$ -	$ 179,570.00	$ 17,957.00	$ 197,527.00
2. Employee Benefits	$ 49,382.00	$ 4,938.00	$ 54,320.00	$ -	$ -	$ -	$ 49,382.00	$ 4,938.00	$ 54,320.00
3. Consultants	$ 2,916.00	$ 292.00	$ 3,208.00	$ -	$ -	$ -	$ 2,916.00	$ 292.00	$ 3,208.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 6,833.00	$ 683.00	$ 7,516.00	$ -	$ -	$ -	$ 6,833.00	$ 683.00	$ 7,516.00
6. Travel	$ 6,425.00	$ 643.00	$ 7,068.00	$ -	$ -	$ -	$ 6,425.00	$ 643.00	$ 7,068.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,001.00	$ 200.00	$ 2,201.00	$ -	$ -	$ -	$ 2,001.00	$ 200.00	$ 2,201.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other - Assistance (Housing)	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -
13. Other - Assistance-Street Outreach	$ 1,853.00	$ 186.00	$ 2,039.00		$ -	$ -	$ 1,853.00	$ 186.00	$ 2,039.00
13. Other - Assistance-Rapid Rehousing	$ 8,943.00	$ 894.00	$ 7,837.00	$ 8,943.00	$ 894.00	$ 7,837.00	$ -	$ -	$ -
13. Other - Assistance-Homeless Prevention	$ 2,978.00	$ 298.00	$ 3,274.00	$ 2,978.00	$ 298.00	$ 3,274.00	$ -	$ -	$ -
13. Other - Assistance-Housing Stabilization	$ 131,805.00	$ 13,180.00	$ 144,785.00	$ 68,182.00	$ 6,818.00	$ 75,000.00	$ 63,423.00	$ 6,342.00	$ 69,765.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 390,904.00	$ 39,651.00	$ 430,555.00	$ 78,101.00	$ 7,810.00	$ 85,911.00	$ 312,403.00	$ 31,241.00	$ 343,644.00
Indirect As A Percent of Direct		10.0%							

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Contractor Initials
5/27/2022
Date

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Exhibit C-2, SFY 2023 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Easter Seals New Hampshire, Inc

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2022 - June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 165,658.00	$ 16,566.00	$ 182,225.00	$ -	$ -	$ -	$ 165,658.00	$ 16,566.00	$ 182,225.00
2. Employee Benefits	$ 45,557.00	$ 4,556.00	$ 50,113.00	$ -	$ -	$ -	$ 45,557.00	$ 4,556.00	$ 50,113.00
3. Consultants	$ 1,842.00	$ 184.00	$ 1,808.00	$ -	$ -	$ -	$ 1,842.00	$ 184.00	$ 1,808.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 2,706.00	$ 271.00	$ 2,977.00	$ -	$ -	$ -	$ 2,706.00	$ 271.00	$ 2,977.00
6. Travel	$ 7,625.00	$ 762.00	$ 8,387.00	$ -	$ -	$ -	$ 7,625.00	$ 762.00	$ 8,387.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,322.00	$ 232.00	$ 2,554.00	$ -	$ -	$ -	$ 2,322.00	$ 232.00	$ 2,554.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other - Assistance (Housing)	$ 48,645.00	$ 4,865.00	$ 53,510.00		$ -	$ -	$ 48,645.00	$ 4,865.00	$ 53,510.00
13. Other - Assistance-Street Outreach	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other - Assistance-Rapid Rehousing	$ 13,887.00	$ 1,389.00	$ 15,276.00	$ 13,887.00	$ 1,389.00	$ 15,276.00	$ -	$ -	$ -
13. Other - Assistance-Homeless Prevention	$ 5,951.00	$ 595.00	$ 6,546.00	$ 5,951.00	$ 595.00	$ 6,546.00	$ -	$ -	$ -
13. Other - Assistance-Housing Stabilization	$ 48,701.00	$ 4,870.00	$ 53,571.00	$ 48,701.00	$ 4,870.00	$ 53,571.00	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 342,695.00	$ 34,270.00	$ 376,965.00	$ 68,539.00	$ 6,854.00	$ 75,393.00	$ 274,156.00	$ 27,416.00	$ 301,572.00
Indirect As A Percent of Direct		10.0%							

Contractor Initials LS

Date 5/27/2022

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Exhibit C-3, SFY 2024 Budget.

New Hampshire Department of Health and Human Services

Contractor Name: Easter Seals New Hampshire, Inc

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2023 - June 30, 2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 166,601.00	$ 16,660.00	$ 183,261.00	$ -	$ -	$ -	$ 166,601.00	$ 16,660.00	$ 183,261.00
2. Employee Benefits	$ 45,816.00	$ 4,582.00	$ 50,398.00	$ -	$ -	$ -	$ 45,816.00	$ 4,582.00	$ 50,398.00
3. Consultants	$ 1,842.00	$ 184.00	$ 1,806.00	$ -	$ -	$ -	$ 1,842.00	$ 184.00	$ 1,806.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 2,706.00	$ 271.00	$ 2,977.00	$ -	$ -	$ -	$ 2,706.00	$ 271.00	$ 2,977.00
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 7,625.00	$ 763.00	$ 8,388.00	$ -	$ -	$ -	$ 7,625.00	$ 763.00	$ 8,388.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,322.00	$ 232.00	$ 2,554.00	$ -	$ -	$ -	$ 2,322.00	$ 232.00	$ 2,554.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other - Assistance (Housing)	$ 47,444.00	$ 4,744.00	$ 52,188.00		$ -	$ -	$ 47,444.00	$ 4,744.00	$ 52,188.00
13. Other - Assistance-Street Outreach	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other - Assistance-Rapid Rehousing	$ 13,887.00	$ 1,388.00	$ 15,278.00	$ 13,887.00	$ 1,388.00	$ 15,278.00	$ -	$ -	$ -
13. Other - Assistance-Homeless Prevention	$ 5,951.00	$ 595.00	$ 6,546.00	$ 5,951.00	$ 595.00	$ 6,546.00	$ -	$ -	$ -
13. Other - Assistance-Housing Stabilization	$ 48,701.00	$ 4,870.00	$ 53,571.00	$ 48,701.00	$ 4,870.00	$ 53,571.00	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 342,895.00	$ 34,278.00	$ 376,943.00	$ 68,539.00	$ 6,853.00	$ 75,393.00	$ 274,156.00	$ 27,425.00	$ 301,572.00

Indirect As A Percent of Direct: 10.0%

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Contractor Initials

Date 5/27/2022

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Exhibit C-4, SFY 2025 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Exeter Seats New Hampshire, Inc

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2024 - June 30, 2025

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 166,665.00	$ 16,669.00	$ 183,354.00	$ -	$ -	$ -	$ 166,665.00	$ 16,669.00	$ 183,354.00
2. Employee Benefits	$ 45,837.00	$ 4,583.00	$ 50,420.00	$ -	$ -	$ -	$ 45,837.00	$ 4,583.00	$ 50,420.00
3. Consultants	$ 1,642.00	$ 164.00	$ 1,806.00	$ -	$ -	$ -	$ 1,642.00	$ 164.00	$ 1,806.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 7,206.00	$ 721.00	$ 7,927.00	$ -	$ -	$ -	$ 7,206.00	$ 721.00	$ 7,927.00
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 7,625.00	$ 763.00	$ 8,388.00	$ -	$ -	$ -	$ 7,625.00	$ 763.00	$ 8,388.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,322.00	$ 232.00	$ 2,554.00	$ -	$ -	$ -	$ 2,322.00	$ 232.00	$ 2,554.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other - Assistance (Housing)	$ 42,839.00	$ 4,284.00	$ 47,123.00	$ -	$ -	$ -	$ 42,839.00	$ 4,284.00	$ 47,123.00
13. Other - Assistance-Street Outreach	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other - Assistance-Rapid Rehousing	$ 13,887.00	$ 1,389.00	$ 15,276.00	$ 13,887.00	$ 1,389.00	$ 15,276.00	$ -	$ -	$ -
13. Other - Assistance-Homeless Prevention	$ 5,951.00	$ 595.00	$ 6,546.00	$ 5,951.00	$ 595.00	$ 6,546.00	$ -	$ -	$ -
13. Other - Assistance-Housing Stabilization	$ 48,701.00	$ 4,870.00	$ 53,571.00	$ 48,701.00	$ 4,870.00	$ 53,571.00	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 342,805.00	$ 34,274.00	$ 376,943.00	$ 68,539.00	$ 6,854.00	$ 75,393.00	$ 274,154.00	$ 27,416.00	$ 301,570.00
Indirect As A Percent of Direct		10.0%							

DS
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Contractor Initials
Date 5/27/2022

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New Hampshire Department of Health and Human Services

Contractor Name: Easter Seals New Hampshire, Inc

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2025 - January 1, 2026

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 109,275.00	$ 10,928.00	$ 120,203.00	$ -	$ -	$ -	$ 109,275.00	$ 10,928.00	$ 120,203.00
2. Employee Benefits	$ 30,050.00	$ 3,005.00	$ 33,055.00	$ -	$ -	$ -	$ 30,050.00	$ 3,005.00	$ 33,055.00
3. Consultants	$ 821.00	$ 82.00	$ 903.00	$ -	$ -	$ -	$ 821.00	$ 82.00	$ 903.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 1,353.00	$ 135.00	$ 1,488.00	$ -	$ -	$ -	$ 1,353.00	$ 135.00	$ 1,488.00
6. Travel	$ 3,813.00	$ 381.00	$ 4,194.00	$ -	$ -	$ -	$ 3,813.00	$ 381.00	$ 4,194.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,163.00	$ 116.00	$ 1,279.00	$ -	$ -	$ -	$ 1,163.00	$ 116.00	$ 1,279.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other - Assistance (Housing)	$ 88,006.00	$ 8,801.00	$ 96,807.00		$ -	$ -	$ 88,006.00	$ 8,801.00	$ 96,807.00
13. Other - Assistance-Street Outreach	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other - Assistance-Rapid Rehousing	$ 6,943.00	$ 694.00	$ 7,637.00	$ 6,943.00	$ 694.00	$ 7,637.00	$ -	$ -	$ -
13. Other - Assistance-Homeless Prevention	$ 2,976.00	$ 298.00	$ 3,274.00	$ 2,976.00	$ 298.00	$ 3,274.00	$ -	$ -	$ -
13. Other - Assistance-Housing Stabilization	$ 48,701.00	$ 4,870.00	$ 53,571.00	$ 48,701.00	$ 4,870.00	$ 53,571.00	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 293,101.00	$ 29,310.00	$ 322,411.00	$ 58,620.00	$ 5,862.00	$ 64,482.00	$ 234,481.00	$ 23,448.00	$ 257,929.00
Indirect As A Percent of Direct		10.0%							

DS
LS
Contractor Initials

Date 5/27/2022

New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials DS LS

Date 5/27/2022

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Easter Seals New Hampshire

DocuSigned by:
Lisabritt Solsky-Stevens

5/27/2022
Date

Name: Lisabritt Solsky-Stevens
Title: Chief Growth Officer

DocuSign Envelope ID: 9EB9C975-95A4-45AA-8606-D7BCF8EEBBD1

DocuSign Envelope ID: 06E397B3-3113-4BF6-8D5C-3D489CA68FFE

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Easter Seals New Hampshire

5/27/2022
Date

DocuSigned by:
Lisabritt Solsky-Stevens
Name: Lisabritt Solsky-Stevens
Title: Chief Growth Officer

DocuSign Envelope ID: 9EB9C975-95A4-45AA-8606-D7BCF8EEBBD1

DocuSign Envelope ID: 06E397B3-3113-4BF6-8D5C-3D489CA68FFE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Easter Seals New Hampshire

5/27/2022
Date

DocuSigned by:
Lisabritt Solsky-Stevens
Name: Lisabritt Solsky-Stevens
Title: Chief Growth Officer

DocuSign Envelope ID: 9EB9C975-95A4-45AA-8606-D7BCF8EEBBD1

DocuSign Envelope ID: 06E397B3-3113-4BF6-8D5C-3D469CA68FFE

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Easter Seals New Hampshire

5/27/2022
Date

DocuSigned by:
Lisabritt Solsky-Stevens
Name: Lisabritt Solsky-Stevens
Title: Chief Growth Officer

DocuSign Envelope ID: 9EB9C975-95A4-45AA-8606-D7BCF8EEBBD1

DocuSign Envelope ID: 06E397B3-3113-4BF6-8D5C-3D489CA68FFE

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Easter Seals New Hampshire

5/27/2022
Date

DocuSigned by:
Lisabritt Solsky-Stevens
Name: Lisabritt Solsky-Stevens
Title: Chief Growth Officer

Contractor Initials LS
Date 5/27/2022

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Easter Seals New Hampshire
The State	Name of the Contractor
Karen Hebert	Lisabritt Solsky-Stevens
Signature of Authorized Representative	Signature of Authorized Representative
Karen Hebert	Lisabritt Solsky-Stevens
Name of Authorized Representative	Name of Authorized Representative
Division Director	Chief Growth Officer
Title of Authorized Representative	Title of Authorized Representative
5/31/2022	5/27/2022
Date	Date

DocuSign Envelope ID: 9EB9C975-95A4-45AA-8606-D7BCF8EEBBD1

DocuSign Envelope ID: 06E397B3-3113-4BF6-8D5C-3D489CA68FFE

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Easter Seals New Hampshire

5/27/2022
Date

DocuSigned by:
Lisabritt Solsky-Stevens
Name: Lisabritt Solsky-Stevens
Title: Chief Growth Officer

DocuSign Envelope ID: 9EB9C975-95A4-45AA-8606-D7BCF8EEBBD1

DocuSign Envelope ID: 06E397B3-3113-4BF6-8D5C-3D489CA68FFE

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 085573467

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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DocuSign Envelope ID: 06E397B3-3113-4BF6-8D5C-3D489CA68FFE

A. Definitions:

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Emergency Solutions Grant contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Front Door Agency, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #56), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection, 1.1, Paragraph 3, Subparagraph 3.3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

2. Modify Exhibit B, Scope of Services, Section 1.6., Scope of Services Applicable to all Services, Subsection 1.6.16., Housing Stabilization, to read:

   1.6.16. Housing Stabilization

   1.6.16.1. The Contractor shall conduct Housing Stabilization activities that include providing housing stability case management, and financial assistance as necessary in order to prevent evictions, homelessness or resolve other housing instability conditions that could lead to unsheltered homelessness. The Contractor shall provide program participants at risk of homelessness, or who otherwise meet one of the conditions of housing instability with housing supports and strategies with the ultimate goal of housing stability.

   1.6.16.2. Eligibility

   1.6.16.2.1. The Contractor shall assess eligibility for program participants verification of housing crisis, including but not limited to: a notice of arrears or balance overdue, court summons, notice to quit, notice of eviction, documentation of housing which does not meet minimum standards and local minimum requirements for use and occupancy (including NH RSA:48-A:14), presence of mold or lead paint hazards, utilities not in service/no heat, city or town notice of code violation(s), overcrowded (more than two persons per bedroom), letter from host temporarily staying with friends or relatives or documentation demonstrating the households is at risk of unsheltered homelessness following the end of the emergency COVID-19 federal public health assistance.

   1.6.16.2.2. Individuals and families must have an annual income below 80 percent of median family income for the area, as determined by HUD.

1.6.16.2.3. The Contractor shall reassess income eligibility for individuals and families every twelve (12) months.

1.6.16.3. Eligible Activities

1.6.16.3.1. Temporary financial assistance payments made on behalf of program participants to help the participant remain in permanent housing or obtain permanent housing. Temporary financial assistance must be reasonable and must be provided as part of a plan to address the participant's future ability to pay their own expenses. All financial assistance provide must be to third party and not to participants directly. Financial Assistance includes:

1.6.16.3.1.1. Security/ Utility Deposit Assistance:

1.6.16.3.1.1.1. Deposit payment assistance includes the payment of security or utility deposits to help the participant obtain permanent housing

1.6.16.3.1.1.2. Deposit payment assistance may be provided on behalf of eligible participants. This assistance does not count towards the monthly assistance restrictions for both rent and allowable utilities.

1.6.16.4. Rental Assistance: The Contractor shall provide rental assistance services, mobile home lot rent when the participant owns or rents the mobile home; and penalties or fees to help a participant remain in or obtain permanent housing which include but are not limited to:

1.6.16.4.1. Assistance with rental arrearages.

1.6.16.4.2. Tenant based rental assistance, which includes but is not limited to:

1.6.16.4.2.1. Rental Assistance for no more than twenty-four (24) months over a thirty-six (36) month period. The Contractor shall:

1.6.16.4.2.1.1. Enter into a rental assistance agreement with the owner or landlord on behalf of the program participant, ensuring that the Contractor receives a copy of all general notices, complaints, and notices of eviction from the landlord or owner.

1.6.16.4.2.1.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears. DS

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1.6.16.4.2.1.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.

1.6.16.4.2.1.4. Ensure rental units comply with rent reasonableness.

1.6.16.5. Childcare Services: The Contractor shall provide childcare fees and services, which include but are not limited to:

1.6.16.5.1. Payments on behalf of a participant to an "eligible child care provider" providing childcare services.

1.6.16.5.1.1. An "eligible child care provider" is a provider of childcare services for compensation, including a provider of care for a school-age child during non-school hours (day camps and overnight, residential camps), that:

1.6.16.5.1.1.1. Is licensed, regulated, registered, or otherwise legally operating under state and local law.

1.6.16.5.2. Payments are only eligible if the assistance will improve a participant's housing stability.

1.6.16.6. Transportation Services: The Contractor shall provide transportation assistance to participants if the assistance will improve a participant's housing stability. Eligible costs include but are not limited to:

1.6.16.6.1. Vehicle repair or maintenance assistance on behalf of a participant. Maximum $2000 annually.

1.6.16.6.2. For participants with their own vehicle, contractors may provide gas cards to assist with housing stability.

1.6.16.6.3. Public Transportation expenses, including bus passes, taxi or ride share costs.

1.6.16.7. Utility Payment Assistance: The Contractor shall provide utility payment assistance, which includes but is not limited to:

1.6.16.7.1. The payment of utility costs (i.e. heat, electricity, water, sewer and garbage collection) to help the participant obtain or retain permanent housing. Payment must be made by the sub-recipient directly to a utility company. Participant, legal representative or a member of the household must have an account in his/her name with a utility company or proof of responsibility to make payments.

1.6.16.7.2. The payment of utility arrears.

1.6.16.8. Moving Costs: The Contractor shall provide moving costs assistance. Moving costs payment assistance includes costs necessary to help the participant obtain safe permanent housing, including but not limited to the following:

1.6.16.8.1. Reasonable costs such as truck rental or hiring a moving company.

1.6.16.8.2. Short-term storage fees for a maximum of 6 months.

1.6.16.9. Landlord incentives: The Contractor shall provide costs of paying for landlord incentives as reasonable and necessary to obtain housing for individuals and families experiencing homelessness at risk of homelessness or who otherwise meet conditions of housing instability.

1.6.16.9.1. The Contractor shall offer landlord incentives that include:

1.6.16.9.1.1. Signing bonuses equal to up to 2 months of rent;

1.6.16.9.1.2. Security deposits equal to up to 3 months of rent;

1.6.16.9.1.3. Paying the cost to repair damages caused by the program participant not covered by the security deposit or that are occurred while the program participant is still residing in the unit; and,

1.6.16.9.1.4. Paying the costs of extra cleaning or maintenance.

1.6.16.10. General Housing Stability Assistance: The Contractor shall provide provision of goods or payment of expenses not included in other Housing Stabilization categories but which are directly related to supporting a participant's housing stability. All such expenses must relate to a participant's ability to gain or keep employment or permanent housing. Such assistance is offered only when it is not available through existing mainstream resources or as emergency assistance while mainstream resources are pending. This assistance must be paid directly to a third party.

1.6.16.10.1. Expenses Associated With Gaining Or Keeping Education Or Employment

1.6.16.10.1.1. Eligible items include but are not limited to:

1.6.16.10.1.1.1. Uniforms, tools, driver's license/state identification fees, license/certification costs required for employment, documentation acquisition fees such as for Social Security Number or birth certificate, school supply costs (where other funding is not available), document court filing fees, costs of internet for remote learning or employment, the costs of cell phone and cell phone minutes, and short term training leading to employment, where other funding is not available.

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1.6.16.10.2. Expenses Associated With Moving Into Permanent Housing

1.6.16.10.2.1. Eligible items include but are not limited to:

1.6.16.10.2.1.1. Bed delivery costs, bed frames, conventional mattresses, air mattresses, box springs, bedding (sheets, pillowcases, and pillows), basic kitchen utensils, and cleaning supplies.

1.6.16.10.3. Expenses Necessary For Securing And Maintaining Appropriate Permanent Housing

1.6.16.10.3.1. Eligible items include but are not limited to:

1.6.16.10.3.1.1. Fees for rental applications, background checks, housing inspections, credit score checks, credit counseling, criminal background checks, tenancy screening reports, financial literacy class, document court filing fees, and documentation acquisition such as for Social Security Number or birth certificates. Items necessary for life or safety provided on a temporary basis to address an emergency. Eligible items include but are not limited to: food, baby formula, diapers, and winter clothing.

1.6.16.11. Emergency Housing Assistance: The Contractor shall provide short-term emergency housing assistance to eligible participants. The goal of emergency housing assistance is to ensure household safety in the case where maintaining permanent housing is not an option AND shelter beds, transitional housing, or other resources are not available AND subsequent rental housing is not immediately available for move-in by the participant.

1.6.16.11.1. Funds can be used to pay for cleaning of hotel and motel rooms used by program participants as well as to repair damages caused by program participants above normal wear and tear of the room.

1.6.16.11.2. The Contractor shall provide assistance to short-term commercial residences such as hotels only- private residences are not eligible, nor are agencies already funded to provide emergency shelter.

1.6.16.11.3. Emergency Housing Assistance costs cannot exceed the reasonable community standard for such housing (i.e., cost of hotel must be similar to other basic hotel accommodations available in the community).

1.6.16.11.4. This assistance is for emergency use only and is capped at 14 days per household annually. A formal request with extenuating circumstances would need to be reviewed and approved by BHS to extend that cap. Subrecipients should work with mainstream resources to cost share where able.

1.6.16.12. Housing Stability Case Management: The Contractor shall provide Housing First, housing-focused case management services.

1.6.16.12.1. The Contractor shall refer to or pay for costs for services provided, that shall include, but are not limited to:

1.6.16.12.1.1. Income Assistance.

1.6.16.12.1.2. Employment and Benefits Assistance.

1.6.16.12.1.3. Educational Assistance.

1.6.16.12.1.4. Health Care Services including Mental Health Services.

1.6.16.12.1.5. Mediation services.

1.6.16.12.1.6. Legal services.

1.6.16.12.1.7. Budgeting and Credit repair services.

1.6.16.12.1.8. Mainstream resources.

1.6.16.13. The Contractor shall make available on-going housing stability case management for six (6) months after rental assistance has ended.

1.6.16.14. The Contractor shall ensure clients have access to educational activities that will assist clients with obtaining housing that they will be able to sustain once the financial assistance ends, including but not limited to budgeting education; job search and interview skills training; and resume writing training.

1.6.16.15. The Contractor shall refer eligible individuals to community based services that will assist with addressing barriers to housing, as appropriate, using the local coordinated entry system.

1.6.16.16. The Contractor shall develop an action plan for achieving housing stability.

1.6.16.17. The Contractor shall conduct an inspection for each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards to ensure that households receiving assistance will reside in safe, sanitary housing that meets state and local housing codes.

1.6.16.18. The Contractor shall ensure:

1.6.16.18.1. Occupied housing meets state and local housing requirements including, but not limited to, compliance with:

1.6.16.18.1.1. All applicable state and local housing codes. Licensing requirements.

1.6.16.18.1.2. All requirements regarding the condition of the structure.

1.6.16.18.1.3. All requirements regarding the operation of housing or services.

1.6.16.19. The Contractor shall ensure occupied housing meets the Lead-Based Paint Poisoning Prevention and Disclosure Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851- 4856), and implementing regulations in CFR part 35, subparts A, B, K, M, and R.

1.6.16.20. The Contractor shall enter client level data into the New Hampshire Homeless Management Information System (NH HMIS) and comply with all training and licensing requirements. Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. The Contractor shall comply with all privacy and security requirements set by the Department.

1.6.16.21. The Contractor shall ensure sufficient licensed staff to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS).

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

9/28/2022
Date

DocuSigned by:
Karen Hebert
Name: Karen Hebert
Title: Division Director

The Front Door Agency, Inc.

9/28/2022
Date

DocuSigned by:
Maryse Wirbal
Name: Maryse Wirbal
Title: Maryse Wirbal, CEO

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

OFFICE OF THE ATTORNEY GENERAL

9/29/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE FRONT DOOR AGENCY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 06, 1987. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **108359**

Certificate Number: **0005743888**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2022.

William M. Gardner
Secretary of State

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CERTIFICATE OF AUTHORITY

I, Carol Connor, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Front Door Agency, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken electronically of the Board of Directors/shareholders, duly called and sent on August 29,, 20 22, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Maryse Wirbal, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Front Door Agency, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 9/6/22

Carol Connor
Signature of Elected Officer
Name: CAROL CONNOR
Title: Board Secretary

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03061	CONTACT NAME: Debra Amadei PHONE (A/C, No, Ext): 603-689-7229 FAX (A/C, No): 603-886-4230 E-MAIL ADDRESS: damadei@eatonberube.com
INSURED NASPA1 The Front Door Agency Inc 7 Concord Street Nashua NH 03064	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Hanover Insurance Companies — 22292 INSURER B : Technology Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1487337668 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ZBV9151600 11	5/5/2022	5/5/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ZBV9151600 11	5/5/2022	5/5/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TWC4094896	5/5/2022	5/5/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$ 100,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Management Liab Claims Made			LHV9132930	5/5/2022	5/5/2023	D&O EPL Fiduciary	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation Information: No excluded officers; Coverage for NH.
Retentions on Management Liability: D&O $2,500; EPL $5,000; Fiduciary $500.

CERTIFICATE HOLDER

State of New Hampshire
Dept of Health & Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marc L Berube

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the FRONT DOOR
Your Path to Self-Sufficiency

MISSION STATEMENT:

Provide a holistic approach to break the cycle of poverty by assisting individuals and families stabilize, transform, and become empowered to ultimately achieve sustainable independence.

We accomplish this by offering an integrated service delivery approach that fosters education and addresses the obstacles that hinder acquiring and maintaining affordable housing and attainment of self-sufficiency.

CORE VALUES:

- Belief in dignity, respect and compassion for all people
- Belief through education, every person can grow and succeed.

Dignity • Respect • Compassion • Education • Integrity

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the FRONT DOOR
Your Path to Self-Sufficiency

THE FRONT DOOR AGENCY, INC.

Financial Statements
For the Year Ended June 30, 2021

(With Independent Auditors' Report Thereon)

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
The Front Door Agency, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of The Front Door Agency, Inc., which comprise the statement of financial position as of June 30, 2021, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes

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evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Front Door Agency, Inc. as of June 30, 2021, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited The Front Door Agency, Inc.'s fiscal year 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 18, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 28, 2021 on our consideration of The Front Door Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of The Front Door Agency's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering The Front Door Agency's internal control over financial reporting and compliance.

Melanson

Merrimack, New Hampshire
October 28, 2021

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THE FRONT DOOR AGENCY, INC.

Statement of Financial Position
June 30, 2021
(with summarized comparative totals as of June 30, 2020)

	2021			
	Without Donor Restrictions	With Donor Restrictions	2021 Total	2020 Total
ASSETS				
Current Assets:				
Cash and cash equivalents	$ 1,270,977	$ 97,547	$ 1,368,524	$ 917,463
Contributions receivable, net	19,429	38,025	57,454	105,268
Grants receivable	127,975	-	127,975	80,949
Other current assets	1,137	-	1,137	1,469
Total Current Assets	1,419,518	135,572	1,555,090	1,105,149
Noncurrent Assets:				
Investments	894,931	671,687	1,566,618	1,321,822
Revolving loan and security receivables, net	163,685	-	163,685	189,059
Noncurrent portion of contributions receivable	-	18,650	18,650	36,350
Property and equipment, net	2,538,407	-	2,538,407	1,288,891
Total Noncurrent Assets	3,597,023	690,337	4,287,360	2,836,122
TOTAL ASSETS	$ 5,016,541	$ 825,909	$ 5,842,450	$ 3,941,271
LIABILITIES AND NET ASSETS				
Current Liabilities:				
Current portion of long-term debt	$ 6,207	$ -	$ 6,207	$ 8,923
Accounts payable	87,186	-	87,186	27,230
Accrued payroll and related liabilities	8,430	-	8,430	6,388
Other liabilities	-	-	-	12,134
Total Current Liabilities	101,823	-	101,823	54,675
Noncurrent Liabilities:				
Long-term debt, net of current portion	774,957	-	774,957	736,495
Revolving loan and security payables	208,316	-	208,316	218,090
Security deposits	15,238	-	15,238	13,050
Total Noncurrent Liabilities	998,511	-	998,511	967,635
Total Liabilities	1,100,334	-	1,100,334	1,022,310
Net Assets:				
Without donor restrictions:				
Undesignated	3,268,607	-	3,268,607	1,549,602
Board-designated	647,600	-	647,600	416,118
With donor restrictions:				
Purpose restrictions	-	77,378	77,378	135,057
Time restrictions	-	278,436	278,436	374,786
Perpetual endowment	-	470,095	470,095	443,398
Total Net Assets	3,916,207	825,909	4,742,116	2,918,961
TOTAL LIABILITIES AND NET ASSETS	$ 5,016,541	$ 825,909	$ 5,842,450	$ 3,941,271

The accompanying notes are an integral part of these financial statements.

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THE FRONT DOOR AGENCY, INC.

Statement of Activities
For the Year Ended June 30, 2021
(with summarized comparative totals for the year ended June 30, 2020)

	2021			
	Without Donor Restrictions	With Donor Restrictions	2021 Total	2020 Total
SUPPORT, REVENUE, AND OTHER				
Support:				
Contributions	$ 761,361	$ 161,367	$ 922,728	$ 505,560
Grants	1,786,111	-	1,786,111	749,644
CARES Act	141,102	-	141,102	-
Debt forgiveness	84,991	-	84,991	87,814
Special events:				
Gross special events revenue	270,270	-	270,270	189,985
Less cost of special events	(133,994)	-	(133,994)	(23,867)
Net special events revenue	136,276	-	136,276	166,118
Revenue:				
Rental income, net of write-offs	155,229	-	155,229	137,034
Other:				
Investment income, net	310,050	-	310,050	103,862
Other revenue	4,520	-	4,520	8,967
Net Assets Released From Restriction	288,699	(288,699)	-	-
Total Support, Revenue, and Other	3,668,339	(127,332)	3,541,007	1,758,999
EXPENSES				
Program Services:				
Transformational housing	638,659	-	638,659	587,909
Housing stability	682,397	-	682,397	337,831
Other programs	56,420	-	56,420	42,480
Total Program Services	1,377,476	-	1,377,476	968,220
Supporting Services:				
Management and general	122,145	-	122,145	120,370
Fundraising and development	218,231	-	218,231	204,990
Total Supporting Services	340,376	-	340,376	325,360
Total Expenses	1,717,852	-	1,717,852	1,293,580
Change in Net Assets	1,950,487	(127,332)	1,823,155	465,419
Net Assets, Beginning of Year	1,965,720	953,241	2,918,961	2,453,542
Net Assets, End of Year	$ 3,916,207	$ 825,909	$ 4,742,116	$ 2,918,961

The accompanying notes are an integral part of these financial statements.

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THE FRONT DOOR AGENCY, INC.

Statement of Functional Expenses
For the Year Ended June 30, 2021
(with summarized comparative totals for the year ended June 30, 2020)

	2021							
	Program Services				Supporting Services			
	Transformational Housing	Housing Stability	Other Programs	Total	Management and General	Fundraising and Development	2021 Total	2020 Total
Personnel expense:								
Salaries and wages	$ 268,259	$ 145,370	22,947	$ 436,576	$ 55,217	149,123	$ 640,916	$ 593,428
Employee benefits	27,278	14,307	3,009	44,594	10,400	26,744	81,738	77,131
Payroll taxes	21,011	11,524	1,907	34,442	3,919	10,915	49,276	44,607
Direct assistance:								
Holiday/Santa Fund program	-	-	12,718	12,718	-	-	12,718	13,420
Rental assistance	11,423	343,593	-	355,016	-	-	355,016	120,302
Utility assistance	-	13,139	-	13,139	-	-	13,139	9,361
Security deposit assistance	6,010	22,120	-	28,130	-	-	28,130	5,561
Therapy - child contracted	47,686	-	-	47,686	-	-	47,686	39,681
Other	8,226	9,956	1,232	19,414	-	-	19,414	13,015
Fees for services:								
Accounting	-	-	-	-	15,575	-	15,575	8,075
Other	2,638	2,705	-	5,343	2,938	2,066	10,347	26,660
Advertising and promotion	682	435	-	1,117	257	7,941	9,315	7,656
Depreciation	73,688	27,518	-	101,206	693	-	101,899	79,772
Information technology	14,651	3,493	24	18,168	842	4,566	23,576	13,416
Insurance	13,309	5,061	-	18,370	3,648	-	22,018	18,816
Interest	29,017	12,569	-	41,586	-	-	41,586	45,426
Licenses and fees	-	-	-	-	-	11,981	11,981	10,189
Miscellaneous	132	16,772	-	16,904	872	3,959	21,735	6,315
Occupancy	95,758	46,351	974	143,083	16,334	10,571	169,988	146,166
Office expenses	5,425	4,576	2,609	12,610	6,100	8,502	27,212	17,902
Scholarships	4,000	-	5,000	9,000	-	-	9,000	3,500
Supplies	-	-	5,373	5,373	3,596	113,364	122,333	-
Telephone and communication	9,466	2,908	627	13,001	1,754	2,493	17,248	17,048
Total Expenses By Function	638,659	682,397	56,420	1,377,476	122,145	352,225	1,851,846	1,317,447
Less expenses included on the Statement of Activities:								
Cost of special events	-	-	-	-	-	(133,994)	(133,994)	(23,867)
Total Expenses Reported on the Statement of Activities	$ 638,659	$ 682,397	$ 56,420	$ 1,377,476	$ 122,145	$ 218,231	$ 1,717,852	$ 1,293,580

The accompanying notes are an integral part of these financial statements.

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THE FRONT DOOR AGENCY, INC.

Statement of Cash Flows
For the Year Ended June 30, 2021
(with comparative totals for the year ended June 30, 2020)

	2021	2020
Cash Flows From Operating Activities:		
Change in net assets	$ 1,823,155	$ 465,419
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	101,899	79,772
Bad debt expense	16,756	5,428
Debt forgiveness	(53,984)	(53,984)
Unrealized loss (gain) on investments	(234,488)	(59,728)
Realized gain on investments	(44,788)	(1,121)
Changes in operating assets and liabilities:		
Contributions receivable	65,514	(48,511)
Grants receivable	(63,782)	(44,452)
Other current assets	332	(922)
Accounts payable	59,956	4,777
Accrued payroll and related liabilities	2,042	2,372
Other liabilities	(9,946)	(581)
Net Cash Provided By Operating Activities	1,662,666	348,469
Cash Flows From Investing Activities:		
Proceeds from sale of investments	340,375	502,722
Purchase of investments	(305,895)	(553,440)
Purchase of fixed assets	(1,201,415)	(77,919)
Net Cash Used By Investing Activities	(1,166,935)	(128,637)
Cash Flows From Financing Activities:		
Principal payments of long-term debt	(60,270)	(7,931)
Change in revolving loan and security receivables	25,374	(37,996)
Change in revolving loan and security payables	(9,774)	35,763
Net Cash Used By Financing Activities	(44,670)	(10,164)
Net Change in Cash and Cash Equivalents	451,061	209,668
Cash and Cash Equivalents, Beginning of Year	917,463	707,795
Cash and Cash Equivalents, End of Year	$ 1,368,524	$ 917,463
Supplemental Disclosures:		
Interest paid	$ 10,579	$ 11,596
Non-cash financing	$ 150,000	$ -

The accompanying notes are an integral part of these financial statements.

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1. Organization

The Front Door Agency, Inc. (the Agency) is a nonprofit public benefit organization which was incorporated on February 6, 1987. The Front Door is unequivocally committed to helping homeless and disadvantaged people in the Greater Nashua community achieve stability, have the opportunity to transform, and ultimately flourish. Since its inception, the Agency has been offering support, fostering education and providing services to assist individuals and families transition from crisis to self-sufficiency. It believes that dignity, respect and compassion is deserved for all people and that through education, every person can grow and succeed.

The Agency's core programs were collaboratively developed to provide a comprehensive approach that addresses the root causes of homelessness and poverty. These programs include:

Transformational Housing

Provides long-term transitional housing to homeless single mothers and their children. With a program design of "self-help", mothers must be motivated to create change. The program is not an emergency shelter, but serves as a comprehensive long-term "next step" on the road to self-sufficiency as it is the program's primary goal to reduce barriers to higher education in order to increase every client's employability and income so mothers are empowered to regain their confidence and achieve independence.

The Transformational Housing Program enables clients to remove personal barriers so they can successfully access college degree, credentialing, apprenticeship, or job-skills training programs. The program has had a great success of women graduating with degrees in areas such as accounting, paralegal, marketing, nursing, and social work. Others have earned job skills in areas of LNA, welding, CDL driving, and culinary arts.

Housing Stability

Helps all individuals and families currently experiencing homelessness or on the verge of homelessness by providing prevention and intervention assistance with rent and utilities. Through its security deposit loan program, it helps families obtain housing with a no-interest or fee security deposit that is repaid over a 24-month period eliminating the barrier to entry. Others who may face a temporary crisis such as an illness or job reduction or loss of a spouse can receive short-term rental assistance to help them avoid homelessness as they regain self-sufficiency. The Agency also offers short-term rental subsidies that gradually reduce over a few months to help families become housing stable. The Agency owns eight units of affordable housing to assist families with very low income. All families receive extensive case management and budgeting assistance.

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Financial Literacy
A series of workshops that is offered to the general public and program participants. Personal credit reports and budgets are examined and facilitators provide direction and education on basic banking opportunities, ways to save, and how to reduce costs.

Holiday Santa
Each year the Agency helps over 500 children during the holidays with gifts and clothing.

2. Summary of Significant Accounting Policies

The following is a summary of significant accounting policies used in preparing and presenting the accompanying financial statements.

Comparative Financial Information
The accompanying financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2020, from which the summarized information was derived.

Cash and Cash Equivalents
All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents. Cash and highly liquid financial instruments invested for long-term purposes, including endowments that are perpetual in nature, are excluded from this definition.

Contributions Receivable
Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in contribution revenue in the Statement of Activities. The allowance for uncollectable contributions is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Contributions are written off when deemed uncollectable.

Grants Receivable
Grants receivable, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. Amounts recorded as grants receivable represent cost-reimbursable contracts and grants, which the incurrence of allowable qualifying expenses and/or the

performance of certain requirements have been met or performed. The allowance for uncollectible grants receivable is based on historical experience and a review of subsequent collections. Management has determined that no allowance is necessary.

Investments

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the Statement of Financial Position. Net investment return/(loss) is reported in the Statement of Activities and consists of interest and dividend income, realized and unrealized gains and losses, less external investment expenses. Investments include equity securities of public companies which are carried at fair value based on quoted market prices.

Property and Equipment

Property and equipment additions over $2,500 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 27 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal years 2021 or 2020.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions.

Net Assets Without Donor Restrictions

Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The Board has designated, from net assets without donor restrictions, net assets for a board-designated endowment, net assets for scholarships, and for new office property.

Net Assets with Donor Restrictions

Net assets subject to donor (or certain grantor) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity while permitting the Agency to expend the income generated by the assets in accordance with

the provisions of additional donor-imposed stipulations or a Board approved spending policy. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Revenue and Revenue Recognition

The Agency recognizes contributions when cash, securities or other assets; an unconditional promise to give; or a notification of a beneficial interest is received. Conditional promises to give – that is, those with a measurable performance or other barrier and a right of return – are not recognized until the conditions on which they depend have been met.

A portion of the Agency's revenue is derived from cost-reimbursable contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Agency has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as refundable advances in the Statement of Financial Position. Grant revenue from contributions that were initially conditional, which became unconditional with restrictions during the reporting period, and for which those restrictions were met during the reporting period, is reported as net assets without donor restrictions.

Special events revenue is recognized equal to the fair value of direct benefits to donors when the special event takes place. The contribution element of special event revenue is recognized immediately, unless there is a right of return if the special event does not take place. All goods and services are transferred at a point in time.

Rental income is recognized when the performance obligation of providing the rental space is satisfied.

Donated Services and In-Kind Donations

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills. Donated professional services are recorded at the respective fair values of the services received. Contributed goods are recorded at fair value at the date of donation and as expenses when placed in service or distributed. Donated use of facilities is reported as a contribution and as an expense at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the amount is reported as a

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contribution and an unconditional promise to give at the date of the gift, and the expense is reported over the term of use.

Advertising Costs

Advertising costs are expensed as incurred and are reported in the Statement of Activities and Statement of Functional Expenses.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Certain categories of expenses are attributed to more than one program or supporting function. Accordingly, certain costs have been allocated among the programs and supporting services benefited on a reasonable basis that is consistently applied. The expenses that are allocated include occupancy and interest, office expenses, which are allocated on a direct expense allocation and by percentage of use. Salaries and wages, benefits, and payroll taxes, are allocated by direct time and on the basis of estimates of time and effort.

Income Taxes

The Agency has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. The Agency is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, the Agency is subject to income tax on net income that is derived from business activities that are unrelated to its exempt purpose. In fiscal years 2021 and 2020, the Agency was not subject to unrelated business income tax and did not file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits or include uninsured investments in money market mutual funds. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts and contributions receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from Board members, governmental agencies, and entities supportive of the Agency's mission. Investments are made by diversified investment managers whose performance is

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monitored by the Finance Committee. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Finance Committee believes that its investment policies and guidelines are prudent for the long-term welfare of the Agency.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

- Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

- Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

- Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

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New Accounting Standards to be Adopted in the Future

Contributed Nonfinancial Assets

In September 2020, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment; the use of fixed assets or utilities; material and supplies, such as food, clothing, or pharmaceuticals; intangible assets; and recognized contributed services. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the Statement of Activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The amendments in this ASU should be applied on a retrospective basis and will be effective for the Agency for the year ending June 30, 2022. The Agency is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Leases

In February 2016, the FASB issued Accounting Standards Update (ASU) 2016-02, *Leases*. The ASU requires all leases with lease terms more than 12 months to be capitalized as a right of use asset and lease liability on the balance sheet at the date of lease commencement. Leases will be classified as either finance leases or operating leases. This distinction will be relevant for the pattern of expense recognition in the income statement. This ASU will be effective for the Agency for the year ending June 30, 2023. The Agency is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Credit Losses

In June 2016, the FASB issued ASU 2016-13, *Measurement of Credit Losses on Financial Instruments*. The ASU requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the income statement will reflect the measurement of credit losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This ASU will be effective for the Agency for the year ending June 30, 2024. The Agency is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

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3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the date of the Statement of Financial Position, are comprised of the following at June 30, 2021 and 2020:

	2021	2020
Financial assets at year end:		
Cash and cash equivalents	$ 1,368,524	$ 917,463
Grants receivable	127,975	80,949
Contributions receivable	76,104	141,618
Investments	1,566,618	1,321,822
Total financial assets	3,139,221	2,461,852
Less amounts not available to be used within one year:		
Net assets with purpose restrictions that will not be met in one year (building purchase)	-	(83,500)
Contributions receivable due in more than one year	(18,650)	(36,350)
Donor-restricted endowment	(470,095)	(443,398)
	(488,745)	(563,248)
Financial assets available to meet general expenditures over the next year	$ 2,650,476	$ 1,898,604

Endowment funds consist of donor-restricted endowments and a general endowment. Income from donor-restricted endowments is restricted for specific purposes, with the exception of the amounts available for general use. Donor-restricted endowment funds are not available for general expenditure.

The Agency regular monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. In addition to financial assets available to meet general expenditures over the next year, the Agency operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

As part of its liquidity management plan, the Agency also has $75,000 line of credit available to meet cash flow needs.

4. Contributions Receivable

The carrying amount of contributions receivable due in more than one year is based on the discounted net present value of the expected future cash receipts, and approximates fair value. Unconditional contributions receivable are estimated to be collected as follows at June 30, 2021 and 2020:

	2021	2020
Within one year	$ 62,187	$ 110,001
In one to five years	18,650	36,350
Over five years	-	-
Total	80,837	146,351
Less allowance	(4,733)	(4,733)
Net	$ 76,104	$ 141,618

No discount was applied to contributions receivable at June 30, 2021 and 2020 since it was determined to be immaterial.

5. Revolving Loan and Security Receivables and Payables

Housing Security Guarantee Program (HSGP)

The Agency and the State of New Hampshire are working together with the Housing Security Guarantee Program. Landlords are provided with vouchers instead of cash for security deposits. The client agrees to pay back the Agency for the security deposit. When the deposit is repaid in full, the Agency pays the landlord in exchange for the voucher. If the lease terminates and the landlord redeems the voucher, any unpaid balance remaining from the client is billed to the State.

Revolving Loan Fund

The Agency had obtained grants in prior years from private entities, to help pay mortgages for clients near foreclosure. The client agrees to pay back the Agency for mortgage payments made on their behalf. Monies repaid are then available for assistance to other clients. The Agency absorbs any unpaid balance due from the client.

The receivables under these programs at June 30, 2021 and 2020 consisted of the following:

	2021			2020		
Description	Receivable	Allowance	Net	Receivable	Allowance	Net
Housing security guarantee - clients	$ 110,071	$ -	$ 110,071	$ 125,717	$ -	$ 125,717
Housing security guarantee - State	3,578	-	3,578	2,312	-	2,312
Revolving loan fund - clients	55,791	(5,755)	50,036	64,079	(3,049)	61,030
Total	$ 169,440	$ (5,755)	$ 163,685	$ 192,108	$ (3,049)	$ 189,059

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6. Investments

Investments, measured at fair value on a recurring basis and categorized in the fair value hierarchy as Level 1, consisted of the following at June 30, 2021 and 2020:

Investment Type	2021	2020
Money market funds	$ 895	$ 895
U.S. equity funds	573,291	396,104
International equity funds	496,779	456,312
Taxable fixed income funds	415,153	305,024
Certificates of deposit	80,500	163,487
Total	$ 1,566,618	$ 1,321,822

Unrealized gains recognized during fiscal year 2021 and 2020 on equity securities totaled $234,488 and $59,728, respectively.

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of the investment, the greater the sensitivity of its fair value to changes in market interest rates. Information about the sensitivity of the fair values of the Agency's investments to interest rate fluctuations as of June 30, 2021 is as follows:

		Investment Maturities (in Years)				
Investment Type	Fair Value	Less Than 1	1-5	6-10	More Than 10	N/A
Money market funds	$ 895	$ -	$ -	$ -	$ -	$ 895
U.S. equity funds	573,291	-	-	-	-	573,291
International equity funds	496,779	-	-	-	-	496,779
Taxable fixed income funds	415,153	-	-	-	-	415,153
Certificates of deposit	80,500	80,500	-	-	-	-
Total	$ 1,566,618	$ 80,500	$ -	$ -	$ -	$ 1,486,118

Information about the sensitivity of the of the fair values of the Agency's investments to interest rate fluctuations as of June 30, 2020 is as follows:

		Investment Maturities (in Years)				
Investment Type	Fair Value	Less Than 1	1-5	6-10	More Than 10	N/A
Money market funds	$ 895	$ -	$ -	$ -	$ -	$ 895
U.S. equity funds	396,104	-	-	-	-	396,104
International equity funds	456,312	-	-	-	-	456,312
Taxable fixed income funds	305,024	-	-	-	-	305,024
Certificates of deposit	163,487	163,487	-	-	-	-
Total	$ 1,321,822	$ 163,487	$ -	$ -	$ -	$ 1,158,335

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7. Property and Equipment

Property and equipment is comprised of the following at June 30, 2021 and 2020:

	2021	2020
Land	$ 247,100	$ 247,100
Buildings and improvements	3,126,416	2,004,530
Leasehold improvements	264,128	58,361
Equipment and furniture	18,155	14,090
Subtotal	3,655,799	2,324,081
Less accumulated depreciation	(1,117,392)	(1,035,190)
Total	$ 2,538,407	$ 1,288,891

8. Revolving Line of Credit

At June 30, 2021 and 2020 the Agency had a $75,000 revolving line of credit available. Amounts borrowed on the credit line are payable on demand and carry an interest rate of Prime plus 0.5%. The credit line is secured by all assets, and expires on October 30, 2021. There were no borrowings on the line in fiscal years 2021 and 2020.

9. Long-Term Debt

Long-term debt consists of the following at June 30, 2021 and 2020:

	2021	2020
Mortgage payable to New Hampshire Community Loan Fund, secured by land and building (C Street), due in monthly installments of $218 including principal and interest at 4%, due August 2025.	$ 6,141	$ 8,536
Mortgage payable to Citizens Bank, secured by land and building (Vine Street), due in monthly installments of $523 including principal and interest at 6.5%, due October 2022.	-	52,685
Mortgage payable to Community Housing Capital, secured by land and building (Shattuck Street), due in monthly installments of $886 including principal and interest at 5%, due June 2027.	138,584	142,197

(continued)

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(continued)

	2021	2020
Mortgage payable to City of Nashua, secured by land and building (C Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due. In September 2011, the mortgage was amended to forgive debt equally over 20 years, retroactively to March 2007.	32,750	39,300
Mortgage payable to City of Nashua, secured by land and building (Amherst Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due. In September 2011, the mortgage was amended to forgive debt equally over 20 years beginning December 2012.	191,766	209,200
Mortgage payable to City of Nashua, secured by land and building (Shattuck Street). As long as the Agency owns the property and meets rental affordability criteria, interest is not due. In September 2011, the mortgage was amended to forgive debt equally over 11 years to January 2022.	60,000	90,000
Mortgage payable to City of Nashua, secured by land and building (Concord Street). Neither interest nor principal is due as long as the Agency owns the property and meets affordability criteria.	203,500	203,500
Mortgage payable to Triangle Credit Union, secured by land and building (Marshall Street), due in monthly installments of $751 including principal and interest at 3.5%, due January 2031.	148,423	-
Total	781,164	745,418
Less amount due within one year	(6,207)	(8,923)
Long-term debt, net of current portion	$ 774,957	$ 736,495

Future maturities are as follows:

Year	Amount
2022	$ 6,207
2023	6,400
2024	5,573
2025	4,430
2026	4,657
Thereafter	457,647
	484,914
To be forgiven	92,750
No required repayment	203,500
Total	$ 781,164

10. Paycheck Protection Program (PPP)

On February 10, 2021, the Agency qualified for and received loan proceeds in the amount of $141,102 under the Small Business Administration (SBA) Paycheck Protection Program (PPP). The PPP, established as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which was enacted March 27, 2020 provides for loans to qualifying organizations for amounts up to 2.5 times the average monthly payroll expenses. The loan and accrued interest may be forgiven after twenty-four weeks provided the Agency uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains certain payroll levels. The amount of loan forgiveness will be reduced if the Agency terminates employees or reduces salaries during the twenty-four week period. Any unforgiven portion of the PPP loan is payable over five years at an interest rate of 1%, with deferral of payments for the first ten months. The Agency used the proceeds for purposes consistent with the PPP requirements. While the Agency currently believes that its use of the loan proceeds will meet the conditions for forgiveness of the loan, the Agency cannot guarantee that the loan will be forgiven, in whole or in part. The Agency has applied the conditional contribution model as described in FASB ASC 958-605 to recognize PPP loan proceeds as contribution income as the PPP loan conditions are substantially met by incurring qualifying expenses and other PPP loan requirements. As of June 30, 2021, the Agency has recognized the entire amount of the PPP loan as contribution income. On June 28, 2021 the loan in its entirety was forgiven.

11. Endowment

The Agency's endowment policy is guided by the Uniform Prudent Management of Institutional Funds Act (UPMIFA) and the applicable laws of the State of New Hampshire to which the Agency's invested funds are subject. The Agency's Finance Committee is

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responsible for the management of invested funds, for making investment allocations, and for adherence to its spending policy.

Types of Funds

Net assets associated with endowment funds are classified as without donor restrictions or donor-restricted, based on the existence of absence of donor-imposed restrictions, as required by accounting principles generally accepted in the United States of America. Endowments include donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. Endowments provide funding to supplement essential program budgets, implement new programs, enhance existing programs, and to fund capital needs.

Endowment net asset composition by type consists of the following as of June 30, 2021 and 2020:

	Without Donor Restrictions	With Donor Restrictions	Total
June 30, 2021			
Donor-restricted	$ -	$ 712,181	$ 712,181
Board-designated	647,600	-	647,600
Unrestricted	247,330	-	247,330
Total	894,930	$ 712,181	$ 1,607,111
June 30, 2020			
Donor-restricted	$ -	$ 725,484	$ 725,484
Board-designated	391,118	-	391,118
Unrestricted	241,762	-	241,762
Total	$ 632,880	$ 725,484	$ 1,358,364

Funds with Deficiencies

Due to market conditions, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Agency to retain as a fund of perpetual duration. There were no deficiencies at June 30, 2021 and 2020.

Return Objectives, Risk Parameters, Strategies, and Spending Policy

The Agency has adopted investment policies designed to provide a reasonable stream of income that will rise with inflation to fund activities. The primary total return objective is to exceed the long-term rate of inflation, as measured by the CPI, by 3%. Investment policies also provide for diversification, and stipulate asset mix between equities, fixed income securities, and cash.

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The Agency's spending policy is to appropriate up to 7% of the average market value of the endowment fund based on the last three years average value of the endowment fund. The Agency's spending policy for the scholarship fund is to appropriate up to 5% of the average market value of the scholarship fund annually.

Changes in endowment net assets for the years ended June 30, 2021 and 2020 were as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Year Ended June 30, 2021			
Endowment net assets, beginning of year	$ 632,880	$ 725,484	$ 1,358,364
Investment return, net	310,050	-	310,050
Contributions	-	26,697	26,697
Appropriation of endowment assets	(48,000)	(40,000)	(88,000)
Endowment net assets, end of year	$ 894,930	$ 712,181	$ 1,607,111
Year Ended June 30, 2020			
Endowment net assets, beginning of year	$ 451,464	$ 790,039	$ 1,241,503
Investment return, net	103,862	-	103,862
Contributions	77,554	16,500	94,054
Appropriation of endowment assets	-	(81,055)	(81,055)
Endowment net assets, end of year	$ 632,880	$ 725,484	$ 1,358,364

12. Net Assets

Net assets without donor restrictions are comprised of the following at June 30, 2021 and 2020:

	2021	2020
Undesignated:		
Endowment funds	$ 247,330	$ 241,762
Operating funds	3,021,277	1,307,840
Total undesignated	3,268,607	1,549,602
Board-designated:		
Endowment funds	596,216	371,565
Scholarship fund	51,384	19,553
New office property	-	25,000
Total board-designated	647,600	416,118
Total	$ 3,916,207	$ 1,965,720

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Net assets with donor restrictions are comprised of the following at June 30, 2021 and 2020:

	2021	2020
Subject to expenditure for specified purpose:		
Rent and utility assistance	$ 50,000	$ -
Building purchase	-	83,500
TH staff training	-	670
Shoes for Kids	1,000	500
HVAC	2,292	30,000
Literacy	3,800	2,000
Santa Fund	20,286	18,387
	77,378	135,057
Subject to the passage of time:		
United Way	36,350	72,700
Cox Foundation	-	20,000
Kiratsos	242,086	282,086
	278,436	374,786
Perpetual endowment	470,095	443,398
Total	$ 825,909	$ 953,241

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the years ended June 30, 2021 and 2020:

	2021	2020
Expiration of time restrictions	$ 96,350	$ 121,055
Satisfaction of purpose restrictions:		
Renovations	50,000	6,000
Building purchase	91,500	-
TH staff training	670	-
HVAC	33,709	-
Literacy	700	-
Santa Fund	15,770	11,315
Transformational housing	-	4,000
Total	$ 288,699	$ 142,370

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13. Grants

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount of expenditures which may be disallowed by the grantor cannot be determined at this time, although the Agency expects such amounts, if any, to be immaterial.

14. Contributed Nonfinancial Assets

In fiscal years 2021 and 2020, the Agency received contributed auction items, advertising, software and holiday gifts-in-kind and donations for clients with an estimated value of $122,333 and $0, respectively.

15. Operating Leases

The Agency leases office space located at 7 Concord Street, Nashua, New Hampshire, at a rate of $1,650 per month, under an agreement that expires in February 2026.

16. Retirement Plan

In March 2018, the Agency adopted a Simple Retirement Plan. All employees meeting age and wage requirements qualify for the plan. The Agency matches employee contribution up to 3% of compensation. The Agency contributed $10,710 and $10,313 respectively, to the plan for the years ended June 30, 2021 and 2020.

17. Contingencies

The COVID-19 outbreak in the United States (and across the globe) has resulted in economic uncertainties. The disruption is expected to be temporary, but there is considerable uncertainty around the duration and scope. The extent of the impact of COVID-19 on our operational and financial performance will depend on certain developments, including the duration and spread of the outbreak, impact on those we serve, our funders, employees, and vendors all of which are uncertain and cannot be predicted. At this point, the extent to which COVID-19 may impact our financial condition or results of operations is uncertain.

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18. Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported net assets.

19. Subsequent Events

Subsequent events have been evaluated through October 28, 2021, the date the financial statements were available to be issued.

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the FRONT DOOR
Your Path to Self-Sufficiency

BOARD OF DIRECTORS
2021-2022

MEMBERS	OCCUPATION	RESIDENCY
Janet Ackerman	Eastern Bank	Bedford
Jessica Ackerman*	Deloitte & Touche	Nashua
Erin Almeda, Secretary	Formally, Concord Hospital	Nashua
Jed Anderson*	Weisman, Tessier, Lambert and Halloran	Nashua
Suzanne Beaubien, Immediate Past President	Bellwether Community Credit Union	Nashua
Maria Botcheva	Citizens Bank	Nashua
Nancy Cappiello	Latitude 44, Ltd.	Londonderry
Karen Carlisle	The Event Center-Courtyard by Marriott	Merrimack
John Chase, Treasurer	Retired, BAE Systems	Amherst
Carol Connor	Retired, The Front Door Agency	Amherst
Kevin Flynn	St. Joseph Hospital	Nashua
Nick Frasca	Frasca & Frasca, P.A.	Nashua
Joyce Hillis	Devine, Millimet and Branch	Nashua
Robert Kennedy*	BAE Systems	Amherst
Jim Kuhnert	Consultant & Educator	Amherst
Linda LaFleur*	SquareTail Advisors	Londonderry
Bill Luk	BAE Systems	Amherst
Jeff Monahan	The Monahan Companies	Nashua
Meagan Pollack, President	Curriculum Associates	Hudson
John Porter	Keller Williams Realty	Hollis
Tony Rozon	Santander Bank	Pelham
Robert Shaw*	Texas Instruments	Nashua
Melissa Swidler	SWI Designs	Nashua
Alyssa Turcotte	Eaton & Berube Insurance	Manchester
Chris Wilcox, President Elect	Lowell Five Bank	Nashua
John Ziemba*	Triangle Credit Union	Bedford

*Denotes Past Presidents

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DOUGLAS HOWARD

Objective:

To provide valuable supportive service opportunities to community members in need and to collaborate with staff and local partners to assist individuals in pursuing and achieving their life and career goals.

Experience:

Front Door Agency — **Nashua, NH**
Housing Stability Program Manager
July 2020 – Present

- Assisting individuals and families in navigating agency programs.
- Providing emergency financial assistance and financial literacy for clients in need.
- Identifying and coordinating services with area land lords and property managers in order to re-house those experiencing homelessness.
- Coordinating with partner agencies and municipal offices to provide wrap-around services to those in need.

Granite United Way — **Manchester, NH**
Homeless Prevention and Response Coordinator
Sept. 2019 – April 2020

- Day-to-day responsibility for implementing the 2019 City of Manchester Plan to Address Homelessness recommendations.
- Provide technical assistance to community organizations working with individuals and families experiencing homelessness.
- Assist in the coordination and execution of an overflow sheltering facility for individuals unable to stay in traditional sheltering accommodations due to capacity restrictions.
- Identify permanent supportive housing needs in the Manchester, NH community and collaborate with stakeholders to develop housing models to fill gaps in service.

MYTURN, Inc. — **Nashua, NH**
Career Specialist
Oct. 2018 – Sept. 2019

- Facilitating classroom instruction to high school students that are interested in exploring various vocational, educational, and career options post high school.
- Maintaining case load of 35 students across two high schools.
- Giving students the opportunity to use their professional voice, practice self-advocacy, and develop de-escalation strategies through classroom instruction and practical application with their peers.
- Provide case management services to youth for one year post graduation.
- Coordinate with local business partners to provide employment opportunities to youth.

Harbor Homes, Inc. / Nashua School District, SAU 42 — **Nashua, NH**
District Homeless Student Liaison / Supportive Services for Veteran Families
Sept. 2015 – Oct. 2018

- Ensuring that children and youth in homeless situations are identified and have equal access to enroll in school with the opportunity to participate in all activities provided by the school.
- Educating students, families, school staff, and the community at large about services available for children who are McKinney-Vento eligible because of their current living situation.

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DOUGLAS HOWARD

[redacted]

Experience: Continued

- Identifying needs and referring students and families to community based social services programs that they are eligible for.
- Assisting high school aged youth in college planning and transitioning to life after high school.
- Providing crisis intervention to individuals and families in need of housing through the Coordinated Entry Crisis Hotline.
- Collaborating with organizations through the Nashua, NH Continuum of Care to provide housing options for those who call the Coordinated Entry Hotline.
- Conducted intakes, housing searches, and provided case management to a case load of veterans experiencing homelessness.
- Volunteer baseball coach
    - Nashua High School North: 2017 and Nashua High School South: 2018 and 2019

Southern New Hampshire Services **Manchester, NH**
NHEP Workplace Success Program Coordinator
Mar. 2015 – Sept. 2015

- Teaching and facilitating classes related to employment to adults receiving government assistance (Temporary Assistance for Needy Families - TANF).
- Assisting clients in crafting resumes and cover letters.
- Preparing clients to transition into the workforce through volunteer opportunities and case management.
- Empowering clients to make positive change in their lives through motivational interviewing.

Waypoint (Child and Family Services of New Hampshire) **Manchester, NH**
Street Outreach Worker/Case Manager
Oct. 2012 – Mar. 2015

- Coordinated case management services of the eighteen to twenty-two year old client population.
- Guiding clients through the process of establishing, and working towards, goals and objectives in order to help youth work towards finding stability in their lives.
- Outreach to runaway, homeless, and at risk youth between the ages of twelve and twenty-two.
- Provided survival aid, counseling, support, and community education to the youth served.
- Collaborated with other social service agencies in the Manchester area in order to better serve the target population.
- Collaborated with transitional living programs that provide housing for youth.
- Mentored and provided supervision for interns and peer-staff.

Education:

Southern New Hampshire University **Manchester, NH**
June 2010 - Aug. 2011
M.Ed. in Educational Studies

Southern New Hampshire University **Manchester, NH**
Sept. 2005 - May 2009
B.A. in English and Literature

- Earned the 2009 Outstanding Student in the English Language and Literature Program Award.

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Julie Smiley

[redacted]

Skills

-Effective communicator with polished telephone, interpersonal, and writing skills.
-Detailed oriented multi-tasker, able to balance priorities.
-Organized, patient, and diplomatic.
-Proficient in Microsoft Office and tech savvy.

Education

1997 BA Second Class Honors in Social Policy with Philosophy, University of Wolverhampton, England

Employment

2020-Present **Housing Advocate**, the Front Door Agency, Nashua, NH
-Receive, evaluate for compliance, and process applications for security deposit loans.
-Interview applicants for eligibility, review loan process and refer as necessary.
-Assist with processing of prevention applications as necessary.
-Serve as Property Manager for two affordable housing units.

2014-2020 **PT Administrative Assistant**, BabyPrem, England
Accept and process US returns for a British based baby wear company.

2002-2014 ***Certification Coordinator/Manager,*** Infusion Nurses Certification Corporation, Norwood, MA
-Plan, coordinate, and supervise all administrative activity.
-Develop budget and marketing plans; creating policies and procedures to facilitate implementation and improve quality management.
-Collect and analyze data to evaluate effectiveness of marketing strategies.
-Write and design marketing materials for print and Web.
-Author and present reports at staff, Board, and national meetings.
-Respond to queries and concerns escalated to management level.
-Promoted to Manager in 2004. Worked part time 2006-2014.

1999-2002 ***Support Specialist/Coordinator,*** Work, Community, Independence (WCI), Waltham, MA,
-Supervised residential services for deaf and developmentally delayed adults.
-Trained and supervised support staff.
-Developed, implemented, and monitored behavior plans.
-Tracked residents' progress, reporting to health care, employment, and social services.
-Improved quality of life by facilitating extensive travel and adaptive leisure activities.
-Learned to communicate in ASL.

1998-1999 ***Residential Social Worker***, Family Support Services, Chelmarsh, England
-Implemented educational and behavior plans for emotionally disturbed adolescent boys.

1997-1998 ***Teachers Assistant***, Crotched Mountain Rehabilitation Center, Greenfield, NH
-Provided residential and classroom support to severely physically, emotionally, and behaviorally challenged children.

Organizations

2014-2018 ***Membership Lead,*** Moms Demand Action for Gun Sense in America, MA and NH
-A volunteer role facilitating promotion of common sense legislative measures to reduce gun violence. Responsible for increasing membership, developing training and tracking systems to enable volunteers to fulfil various roles as advocates, mentors, and leaders.

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LA

LAURIE ASCANI

Summary

Diligent and detail-oriented Administrator with proven history of effective team management. Professionally coordinates files, correspondence and resources to boost productivity and facilitate efficient operations. Skilled in general office processes and optimization strategies.

Skills

- Account reconciliation
- Accounts Payable
- Accounts Receivable
- Billing
- Budget preparation
- Closing
- Financial reporting
- Fundraising
- Human Resources
- Office Management
- Payroll
- Annual reports
- Insurance practices
- Organizational skills
- Team building
- Microsoft Office

Experience

The Front Door Agency | Nashua, NH
Housing Program Compliance Administrator
4/2021 - Current

- Responsibilities include providing comprehensive fiscal and administrative support to the Business Manager and Housing Stability Program Service Team; ensuring compliance with all grant requirements and client relations; ensuring all housing related assistance meets Agency objectives and meets grant funding requirements including: oversight of intake process, volunteer intake management, proper process of direct assistance requests, assurance all necessary documentation meets grant requirements, creation of client files when indicated, preparation for grant source audits; assisting the Business Manager and Housing Stability Program Manager with other various supportive duties relating to grant compliance and standards.

Church of the Good Shepherd | Nashua, NH
Present Parish Administrator
11/2008 - 3/2021

- Responsibilities include managing all accounts receivables and deposits, budget preparation, payroll for all staff including filing all IRS quarterly and annual payments and forms, prepare all reports and facilitate annual financial review by independent accounting firm, all aspects of human resources including benefits and retirement accounts, accounts payable, create monthly reports for the Rector and Vestry, prepare annual reports required by the Diocese, work with Rector to manage the church's investment account, handle any and all building issues including insurance claims and coordinating with vendors for upkeep and repairs, managing and coordinating building usage and being the church's liaison for eight sobriety groups and other community groups

YMCA Of Greater Nashua | Nashua, NH
Group Exercise Instructor
01/2013 - 03/2020

- Taught various group exercise classes, including strength, bootcamp-style, and cardiokickboxing to give gym members different options for fitness.

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Focus on Fitness | Nashua, NH
Group Exercise Instructor
12/2005 - 09/2012

- Taught various group exercise classes, including strength, bootcamp-style, and cardiokickboxing to give gym members different options for fitness.

SunBridge Senior Living at Langdon Place | Nashua, NH
Business Office Manager
12/1999 - 05/2002

- As Business Office Manager my responsibilities included but were not limited to managing accounts payable, accounts receivable, collections and financial reporting for a 90 bed Assisted Living Facility.
- Other related duties included making daily deposits, tracking accounts receivable/collections, generating accounts payable, and developing end of month closing and management financial reports which monitored each department's budget activity.
- As part of the Human Resource function I supervised the front office staff, generated payroll, resolved personnel issues, and processed benefits packages.
- I also coordinated fundraising events for employee appreciation events and managed funds for that committee.

SunBridge Care and Rehabilitation | Lowell, MA
Business Office Manager
12/1998 - 12/1999

- Responsible for all financial aspects of a 198 bed, Facility including accounts receivable, collectables, account reconciliation, Resident Trust and all third party billing efforts.
- Managerial duties consisted of supervising the Accounts Payable Coordinator, Payroll/HR Coordinator, Medicaid Biller as well as five part-time receptionists.
- As a member of the Employee Appreciation Committee I was involved in coordinating events and managing the related funds.

Healthsouth-New England Rehabilitation Hospital | Lowell, MA
Fiscal Services Coordinator
02/1996 - 12/1998

- Responsible for Accounts Receivable at a 75 bed facility which included making daily deposits and cash reconciliations, managing all third -party billing and collections, as well as providing billing support to Wentworth Nursing Care Center.
- Participated as a team member of the Conversion Task Force for Medicare's Prospective Payment System, which resulted in the development of a new charge system reducing the need for adjusted bills and late charges.
- As Supervisor of the Admitting Office, I was responsible for charge entry and edits and preparing month-end financial reports.
- Verified, managed and processed insurance coverage for all inpatient and outpatient referrals.
- While serving as a member of the Fundraising Committee, I was named Employee of the Year in 1997.

Healthsouth-New England Rehabilitation Hospital | Woburn, MA
Patient Referral Coordinator
07/1992 - 02/1996

- In my role as Patient Referral Coordinator I was the main point of contact with patients and health providers seeking treatment in the hospital's outpatient center.
- I collected all demographic information including health insurance carrier information. I then confirmed with the insurance company coverage details including co-payments and deductibles and conveyed that information back to the patients prior to appointments
- Worked closely with all physicians, therapists and other healthcare providers in the center daily and also attending weekly meetings discussing patient's specific needs and treatment plans
- Filled in for the Admitting Coordinator when he was unavailable

Education and Training

University Of New Hampshire | Durham, NH

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B.S in Health Management and Policy
05/1992
Cum Laude

References

REFERENCES Available upon request

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The Front Door Agency, Inc.

Emergency Solutions Grant
July 2022-June 2023

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Doug Howard	Housing Stability Program Manager	60,900	75%	$45,675
Julie Smiley	Housing Advocate	37,440	75%	$28,080
Laurie Ascani	Housing Stability Compliance Administrator	37,128	60%	$22,277

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GAC

Lori A. Shibinette
Commissioner

Karen E. Hebert
Director

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

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

June 13, 2022

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 contracts with the Contractors listed below in an amount not to exceed $7,880,593 to provide services to increase the wellbeing and health of New Hampshire citizens by preventing and reducing homelessness and increasing successful placements to permanent housing, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through January 1, 2026. 27% Federal Funds. 73% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Action Program of Belknap and Merrimack County, Inc.	177203	Belknap and Merrimack Counties	$1,506,289
Community Action Partnership of Strafford County	177200	Strafford County	$1,506,289
Easter Seals New Hampshire, Inc.	177204	Statewide	$1,506,289
The Front Door Agency, Inc.	156244	Greater Nashua	$1,506,289
Southwestern Community Services, Inc.	177511	Cheshire and Sullivan Counties	$1,506,289
The Mental Health Center of Greater Manchester, Inc.	177184	Merrimack, Hillsboro and Rockingham Counties	$349,148
		Total:	**$7,880,593**

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Years 2024 through 2026, upon the availability and continued appropriation of funds in the future operating budget, 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.

See attached fiscal details.

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EXPLANATION

The purpose of this request is to increase the wellbeing and health of New Hampshire citizens by preventing and reducing homelessness and increasing successful placements to permanent housing by providing Street Outreach, Rapid Re-Housing, Homelessness Prevention, and Housing Stabilization services throughout the State.

Street Outreach, Rapid Rehousing and Homelessness Prevention Services are funded by the Emergency Solutions Grant (ESG). ESG is a United States Department of Housing and Urban Development (HUD) formula grant program. Eligible recipients are states, metropolitan cities, urban counties and territories that apply through the Consolidated Planning process. As the HUD State Recipient for ESG, the Department must sub-grant all ESG funds to units of local government, private, and/or nonprofit organizations. The Contractors will provide services that include:

- Engaging individuals and families experiencing homelessness;
- Rapidly re-housing individuals and families experiencing homelessness; and
- Preventing families and individuals from becoming homeless.

The Contractors will provide services that include eviction and homelessness prevention for low income families and individuals.

Approximately 2200 individuals will be served annually. The population to be served includes individuals and families who are homeless in accordance with the HUD definition, meaning they lack a fixed, regular, and adequate nighttime residence. This includes places not meant for human habitation, and publicly or privately operated shelters. The population to be served also includes individuals and families at risk of homelessness.

Street Outreach will provide essential services to individuals and families experiencing unsheltered homelessness by connecting them with emergency shelter, housing, employment or critical services, and providing them with urgent, non-facility-based services.

Rapid Rehousing (RRH) will provide housing stability case management and financial assistance to individuals or families who are homeless in accordance with the HUD definition, as described above. This includes places not meant for human habitation, and publicly or privately operated shelters. The goal of RRH is to help households move as quickly as possible into permanent housing, and achieve stability in that housing.

Homelessness Prevention will provide case management and financial assistance to prevent extremely low-income households from becoming homeless. Component services and assistance generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, utility deposits and payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair.

Housing Stabilization will provide case management and financial assistance to prevent low-income households from eviction to remain housed and not becoming homeless. Component services and assistance consist of rental or utilities arrears, storage unit fees, other fees that directly impact housing stability, such as vehicle repairs to maintain employment.

The Contractors will also determine individuals' eligibility for services, in accordance with the eligibility requirements of Emergency Solutions Grant (ESG), including verifying housing status.

The Department will monitor performance of the Contractors by tracking the following outcomes measures for each service category:

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Street Outreach:

- Ninety-five percent (95%) of unsheltered persons enrolled into the Street Outreach project will be provided permanent housing referrals.
- Ninety-five percent (95%) of unsheltered persons enrolled into the Street Outreach project will be provided referrals to ongoing community resources.
- Ten percent (10%) of persons served will move to permanent housing destinations as a result of street outreach services.

Rapid Rehousing

- At least eighty percent (80%) of households served by the program will move into permanent housing in an average of 90 days or less.
- At least eighty percent (80%) of households that exit the rapid re-housing program will exit into permanent housing.
- At least eighty percent (80%) of households that exit a rapid re- housing program to permanent housing will not become homeless again within a year.

Homelessness Prevention and Housing Stabilization

- At least eighty percent (80%) of households served by the program will resolve imminent housing crisis within an average of ninety (90) days or less.
- At least eighty-five percent (85%) of households that exit a Homeless Prevention or Housing Stabilization project will exit into Permanent housing.
- At least eighty percent (80%) of households that exit a Homeless Prevention or Housing Stabilization project into permanent housing will not enter into homelessness within a year.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from November 30, 2021 through December 28, 2021. The Department received six (6) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Provisions Section 3.3 of the attached agreements, the parties have the option to extend the agreements for up to four (4) 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, individuals and families at risk of or currently homeless will not have the housing assistance needed to prevent or end their housing instability and to maintain stable housing in the community.

Source of Federal Funds: Assistance Listing Number Federal Domestic Assistance (CFDA) #14.231, U.S. Department of Health and Human Services, FAIN #E-21-DC-33-0001

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

100% Federal Funds, 0% General Funds, 0% Other Funds (Name of Source)

Community Action Program, BelknapMerrimack Counties Inc — Vendor # 177203

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

Community Action Partnership of Strafford County — Vendor #177200

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

Easter Seals New Hampshire — Vendor #177204

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

The Front Door Agency Inc — Vendor #156244

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

Southwestern Community Services, Inc — Vendor #177511

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

The Mental Health Center of Greater Manchester Inc — Vendor #177184

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

0% Federal Funds, 100% General Funds, 0% Other Funds (Name of Source)

Community Action Program, BelknapMerrimack Counties Inc — Vendor # 177203

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

Community Action Partnership of Strafford County — Vendor #177200

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

Easter Seals New Hampshire — Vendor #177204

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

The Front Door Agency Inc — Vendor #156244

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

Southwestern Community Services, Inc — Vendor #177511

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

Overall Total	$7,880,593

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2022-DEHS-01-EMERG

Project Title Emergency Solutions Grant

	Maximum Points Available	Community Action Partnership of Strafford County	Community Action Program, Belknap Merrimack Counties Inc	Easter Seals	Front Door Agency Inc	Southwestern Community Services	The Mental Health Center of Greater Manchester
Technical							
Ability (Q1)	30	26	9	30	30	25	25
Experience (Q2-4)	40	34	15	40	38	36	35
Capacity (5-6)	30	26	15	28	27	25	25
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
TOTAL POINTS	100	86	39	98	95	86	85

	Reviewer Name	Title
1	Mandy Regan	Program Planning and Review Specialist
2	Michael Bradley	Administrator III
3	Jamie Kelly	Program Planning and Review Specialist
4	Betsy O'Connor	Program Specialist III
5	Robert O'Hannon	Program Specialist IV

FORM NUMBER P-37 (version 12/11/2019)

Subject: Emegency Solutions Grant (RFA-2022-DEHS-01-EMERG-04)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services	1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857
1.3 Contractor Name The Front Door Agency, Inc.	1.4 Contractor Address 7 Concord Street Nashua, NH, 03064
1.5 Contractor Phone Number (603) 886-2866	1.6 Account Number 05-95-42-423010-79270000
1.7 Completion Date January 1, 2026	1.8 Price Limitation $1,506,289
1.9 Contracting Officer for State Agency Nathan D. White, Director	1.10 State Agency Telephone Number (603) 271-9631
1.11 Contractor Signature DocuSigned by: Maryse Wirbal Date: 5/31/2022	1.12 Name and Title of Contractor Signatory Maryse Wirbal Maryse Wirbal, CEO
1.13 State Agency Signature DocuSigned by: Karen Hebert Date: 5/31/2022	1.14 Name and Title of State Agency Signatory Karen Hebert Division Director
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino	On: 6/4/2022
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:	G&C Meeting Date:

Contractor Initials DS MW

Date 5/31/2022

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA-80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials DS MW

Date 5/31/2022

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials MW

Date 5/31/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials DS MW

Date 5/31/2022

New Hampshire Department of Health and Human Services
Emergency Solutions Grant

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

      3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

      12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Emergency Solutions Grant

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide services in this agreement to New Hampshire citizens by preventing and reducing homelessness, and increasing successful placements to permanent housing.

1.2. The Contractor shall ensure services are available in Greater Nashua.

1.3. For the purposes of this agreement, all references to days shall mean calendar days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 a.m. to 4:00 p.m., excluding state and federal holidays.

1.5. HUD Definition of Literally Homeless:

1.5.1. Has a primary nighttime residence that is a public or private place not meant for human habitation; or

1.5.2. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

1.5.3. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

1.6. Scope of Services Applicable to All Services

1.6.1. The Contractor shall determine eligibility for services, in accordance with the eligibility requirements of Emergency Solutions Grant (ESG), for individuals, including but not limited to:

1.6.1.1. Verifying housing status, including, but not limited to:

1.6.1.1.1. Verification of literal homelessness as defined in Section 1.2.4., and Exhibit B-1, Homeless Definition, Recordkeeping Requirements and Criteria.

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1.6.1.1.2. At risk or imminent risk of homelessness.

1.6.2. The Contractor shall ensure documentation is in accordance with HUD's preferred method of verification as noted in 24 CFR 576.500 Recordkeeping and reporting requirements.

1.6.3. The Contractor shall ensure documentation that the household does not have sufficient resources or support networks, including, but not limited to,

family, friends, faith-based or other social networks, immediately available to prevent them from becoming or remaining literally homeless as indicated in Exhibit B-2, Homeless Definition, Recordkeeping Requirements and Criteria.

1.6.4. The Contractor shall determine individual and family income eligibility for Rapid Rehousing and Homelessness Prevention services in accordance with U.S. Housing and Urban Development (HUD) regulations for ESG, as specified in 24 CFR 576.

1.6.5. The Contractor shall ensure eligible annual income of the participant includes, but is not limited to:

1.6.5.1. All earned and unearned income from all sources that go to any family member.

1.6.5.2. Annualized current income to determine projected annual income.

1.6.6. The Contractor shall document activities for households who engage in or apply for Street Outreach, Rapid Re-Housing, and/or Homelessness Prevention services according to HUD guidelines, which includes but is not limited to collecting information and documenting:

1.6.6.1. Immediate risks and/or crisis to individuals and families applying for assistance to determine if steps needed to avert physical or psychological danger or threat of immediate housing loss.

1.6.6.2. Basic demographic and contact information, including but not limited to name, age, dependents, other family, current location, contact phone numbers and addresses.

1.6.6.3. Barriers identified by participants that affect housing, which may include, but are not limited to, past due rent, landlord issues, credit history, criminal background, lack of employment, and lack of income.

1.6.6.4. Solutions as defined by participant wants or requests in relation to availability.

1.6.6.5. Additional risks and vulnerabilities for prioritizing purposes, which include, but are not limited to, severe rent burdens, domestic violence, prior incarceration or institutionalization, health or mental health issues, substance abuse, and other specific housing retention barriers.

1.6.7. The Contractor shall ensure sufficient licensed staff to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS).

1.6.8. The Contractor shall ensure staff providing services are trained in and follow NH HMIS policy.

1.6.9. The Contractor shall draft written policies and procedures, subject to BHS approval, for administering the program in compliance with ESG requirements. This includes, but is not limited to:

1.6.9.1. Standard policies and procedures for: coordinated entry referral process, evaluating and re-evaluating program eligibility;

1.6.9.2. Determining and prioritizing provision of assistance;

1.6.9.3. Determining the amount of on-going rental assistance a program participant may receive; administering rental assistance;

1.6.9.4. Adhering to Fair Market Rent when applicable, rent reasonableness, lead-based paint, and lease requirements;

1.6.9.5. Conducting habitability or housing quality standards inspections;

1.6.9.6. Terminating program assistance; and

1.6.9.7. The type, amount and duration of housing stabilization and other services each participant may receive, such as a maximum amount of assistance, maximum number of months a participant receives assistance, or maximum number of times the program participant may receive assistance.

1.6.9.8. Above Sections 1.6.9.2. through 1.6.9.7 are not applicable to Street Outreach.

1.6.10. The Contractor shall participate in annual on-site reviews of the Contractor operations conducted by the Department to ensure compliance with the contractual objectives.

1.6.11. The Department shall annually perform file reviews of the Contractor operations to ensure compliance with applicable federal and state laws.

1.6.12. The Department shall provide training for Contractor staff as needed.

1.6.13. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

1.6.14. Rapid Re-Housing Program

1.6.14.1. The Contractor shall conduct Rapid Re-Housing activities, which provides housing placement and stabilization services as necessary to assist the literally homeless in shelters or in places not meant for human habitation to move as quickly as possible out of homelessness and in to permanent housing. The Contractor shall provide program participants with time limited

housing supports and strategies with the ultimate goal of housing stability in accordance with 24 CFR Part 576.104 in order to move individuals experiencing homelessness to permanent housing.

1.6.14.2. Eligibility: The Contractor shall reassess income eligibility for individuals and families every twelve (12) months.

1.6.14.3. Rental Assistance: The Contractor shall provide short-and/or medium-term rental assistance services, which include but are not limited:

1.6.14.3.1. Short-term rental assistance.

1.6.14.3.2. Medium-term rental assistance.

1.6.14.3.3. Assistance with rental arrearages.

1.6.14.4. Tenant-Based Rental Assistance (TBRA): The Contractor shall provide TBRA, which includes but is not limited to:

1.6.14.4.1. Rental assistance for no more than a twenty- four (24) month period over a thirty-six (36) month period. The Contractor shall:

1.6.14.4.1.1. Enter into a rental assistance agreement with the owner or landlord on behalf of the program participant, ensuring that the Contractor shall selected receive a copy of all general notices, complaints, and notices of eviction from the landlord or owner.

1.6.14.4.1.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.

1.6.14.4.1.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.

1.6.14.4.1.4. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.

1.6.14.4.1.5. Ensure that rental assistance does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR Part 888.

1.6.14.4.1.6. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.

1.6.14.5. Housing Relocation and Stabilization Services: The Contractor shall provide housing relocation and stabilization services, in accordance with 24 CFR Part 576.104. The Contractor shall:

1.6.14.5.1. Provide financial assistance that may include, but is not limited to:

1.6.14.5.1.1. Rental application fees. Security deposits.

1.6.14.5.1.2. Last month's rent.

1.6.14.5.1.3. Utility deposits.

1.6.14.5.1.4. Utility payments.

1.6.14.5.1.5. Moving costs.

1.6.14.5.2. Provide services, or pay for costs of services provided. Eligible services costs must comply with all HUD regulations in 24 CFR 576.105, which include, but are not limited to:

1.6.14.5.2.1. Housing search and placement services.

1.6.14.5.2.2. Housing stability case management.

1.6.14.5.2.3. Mediation services.

1.6.14.5.2.4. Legal services.

1.6.14.5.2.5. Credit repair services.

1.6.14.6. The Contractor shall provide on-going housing stability case management for six (6) months after rental assistance has ended.

1.6.14.7. The Contractor shall ensure clients have access to educational activities that will assist clients with obtaining housing that they

will be able to sustain once the financial assistance ends, including but not limited to budgeting education; job search and interview skills training; and resume writing training.

1.6.14.8. The Contractor shall refer eligible individuals to community based services that will assist with addressing barriers to housing, as appropriate, using the local coordinated entry system.

1.6.14.9. The Contractor shall develop and submit an action plan to the Department for achieving housing stability, including assessment of housing for compliance with 24 CFR 576.105 housing relocation and stabilization services.

1.6.14.10. The Contractor shall conduct an inspection for each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards.

1.6.14.11. The Contractor shall ensure:

1.6.14.11.1. Occupied housing meets State and local housing requirements including, but not limited to, compliance with:

1.6.14.11.2. All applicable state and local housing codes. Licensing requirements.

1.6.14.11.3. All requirements regarding the condition of the structure.

1.6.14.11.4. All requirements regarding the operation of housing or services.

1.6.14.12. The Contractor shall ensure occupied housing meets the Lead-Based Paint Poisoning Prevention and Disclosure Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851- 4856), and implementing regulations in CFR part 35, subparts A, B, K, M, and R.

1.6.15. Homelessness Prevention Program

1.6.15.1. The Contractor shall conduct Homelessness Prevention activities that include providing housing relocation and stabilization services, and financial assistance as necessary in accordance with 24 CFR Part 576.103, in order to prevent individuals and families from moving into an emergency shelter or living in a public or private place not meant for humans.

1.6.15.2. The Contractor shall provide program participants at risk, or at imminent risk of homelessness with time-limited housing supports and strategies with the ultimate goal of housing stability in accordance with 24 CFR Part 576.104.

1.6.15.3. Eligibility

1.6.15.3.1. *Screening and Targeting Tool:* The Contractor shall document eligibility using a standardized homelessness prevention screening form, provided by BHS. The purpose of the screening tool is to target ESG Homelessness Prevention resources to those who are most at-risk of becoming homeless. Furthermore, the eligibility criteria and targeting threshold score serve as a tool for prioritizing households eligible for homelessness prevention services when capacity for providing such is limited and also supports the Contractor in determining the intensity of homelessness prevention services that an eligible household may receive.

1.6.15.3.2. During intake, The Contractor shall document annual household income below 30 percent of median family income for the area, as determined by HUD.

1.6.15.3.3. The Contractor shall reassess income eligibility for individuals and families every three (3) months of program participation.

1.6.15.4. Eligible Activities

1.6.15.4.1. Rental Assistance: The Contractor shall provide short-and/or medium-term rental assistance services, which include but are not limited:

1.6.15.4.1.1. Short-term rental assistance.

1.6.15.4.1.2. Medium-term rental assistance.

1.6.15.4.1.3. Assistance with rental arrearages.

1.6.15.5. Tenant-Based Rental Assistance (TBRA): The Contractor shall provide TBRA, which includes but is not limited to:

1.6.15.5.1. Rental assistance for no more than twenty-four (24) months over a thirty-six (36) month period. The Contractor shall:

1.6.15.5.1.1. Enter into a rental assistance agreement with the owner or landlord on behalf of the program participant, ensuring that the Contractor shall receive a copy of all general notices, complaints, and notices of eviction from the landlord or owner.

1.6.15.5.1.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.

1.6.15.5.1.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.

1.6.15.5.1.4. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.

1.6.15.5.1.5. Ensure that rental assistance does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR Part 888.

1.6.15.6. Housing Relocation and Stabilization Services: The Contractor shall provide housing relocation and stabilization services, in accordance with 24 CFR Part 576.103. The Contractor shall:

1.6.15.6.1. Provide financial assistance that may include, but are not limited to:

1.6.15.6.1.1. Rental application fees.

1.6.15.6.1.2. Security deposits.

1.6.15.6.1.3. Last month's rent.

1.6.15.6.1.4. Utility deposits.

1.6.15.6.1.5. Utility payments.

1.6.15.6.1.6. Moving costs.

1.6.15.6.2. Provide services, or pay for costs for services provided, that may include, but are not limited to:

1.6.15.6.2.1. Housing search and placement services.

1.6.15.6.2.2. Housing stability case management.

1.6.15.6.2.3. Mediation services.

1.6.15.6.2.4. Legal services.

1.6.15.6.2.5. Credit repair services.

1.6.15.7. The Contractor shall make available on-going housing stability case management for six (6) months after rental assistance has ended.

1.6.15.8. The Contractor shall ensure clients have access to educational activities that will assist clients with obtaining housing that they will be able to sustain once the financial assistance ends, including but not limited to budgeting education; job search and interview skills training; and resume writing training.

1.6.15.9. The Contractor shall refer eligible individuals to community based services that will assist with addressing barriers to housing, as appropriate, using the local coordinated entry system.

1.6.15.10. The Contractor shall develop an action plan for achieving housing stability, including assessment of housing for compliance with 24 CFR 576.105 housing relocation and stabilization services.

1.6.15.11. The Contractor shall conduct an inspection for each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards. Additionally, the Contractor shall ensure:

1.6.15.11.1. Occupied housing meets state and local housing requirements including, but not limited to, compliance with:

1.6.15.11.2. All applicable state and local housing codes. Licensing requirements.

1.6.15.11.3. All requirements regarding the condition of the structure.

1.6.15.11.4. All requirements regarding the operation of housing or services.

1.6.15.12. The Contractor shall ensure occupied housing meets the Lead-Based Paint Poisoning Prevention and Disclosure Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851- 4856), and implementing regulations in CFR part 35, subparts A, B, K, M, and R.

1.6.16. Housing Stabilization

1.6.16.1. The Contractor shall determine eligibility, including completing a housing assessment, to ensure that households receiving housing stabilization assistance will reside in safe, sanitary housing that meets state and local housing codes.

1.6.16.2. The Contractor shall disburse funds or equivalent vouchers to landlords.

1.6.16.3. The Contractor shall assist eligible individuals with creating budgets that will assist with maintaining housing.

1.6.16.4. The Contractor shall refer eligible individuals to community-based services that will assist with addressing barriers to housing, as appropriate.

1.6.16.5. The Contractor shall provide supportive services, financial assistance, or activities necessary to prevent individuals or families from being evicted and entering into homelessness, with the goal of retaining suitable permanent housing. The Contractor shall:

1.6.16.5.1. Provide funding for first month's rent and/or security deposit as needed;

1.6.16.5.2. Provide financial assistance to mitigate the primary reason for a tenant's pending eviction, which may include but is not limited to making payments for back rent or back utilities;

1.6.16.5.3. Provide financial assistance for short-term storage rental in the event of eviction, not to exceed six (6) months;

1.6.16.5.4. Provide one-time financial assistance that directly impacts a household's ability to avoid eviction.;

1.6.16.5.5. Facilitate landlord mediation and negotiation;

1.6.16.5.6. Assist individuals and families with connecting with legal services related to eviction proceedings;

1.6.16.5.7. Assist individuals and families with understanding leases;

1.6.16.5.8. Assist individuals and families with obtaining utility services;

1.6.16.5.9. Provide tenant counseling;

1.6.16.5.10. Provide information about and referrals to other providers;

1.6.16.5.11. Develop individualized housing and service plans that include planning a path to permanent housing stability;

1.6.16.5.12. Use the centralized or coordinated assessment system for housing prioritization;

1.6.16.5.13. Provide support through case management of those served once housed for continued success;

1.6.16.5.14. Provide ongoing risk assessment and safety planning for victims of domestic violence (DV), dating violence, sexual assault, and stalking in collaboration with DV Service Providers; and

1.6.16.5.15. Assist individuals and families with obtaining federal, state, and local benefits to obtain and maintain housing, which may include but is not limited to:

1.6.16.5.15.1. Childcare services.

1.6.16.5.15.2. Employmentand education resources.

1.6.16.5.15.3. Healthcare and mental health services.

1.6.16.5.15.4. Services for substance use disorder (SUD).

1.6.16.5.15.5. Life skills training.

1.6.16.5.15.6. Veteran services.

1.6.16.6. The Contractor shall enter client level data into the New Hampshire Homeless Management Information System (NH HMIS) and comply with all training and licensing requirements. Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. The Contractor shall comply with all privacy and security requirements set by the Department.

1.6.17. Coordination of Efforts for Rapid Rehousing and Homeless Prevention: To demonstrate area wide systems coordination and integration of ESG assistance as described in the requirements listed at 24 CFR 576.400, the Contractor shall:

1.6.17.1. Participate in their region's Coordinated Entry System to receive prioritized referrals for Homelessness Prevention and Rapid Rehousing;

1.6.17.2. Ensure a direct connection with the local/regional Coordinated Entry Leadership Group within their respective region/locality;

1.6.17.3. Ensure a direct connection with existing Rapid Rehousing and Homelessness Prevention Programs to promote coordination, leverage resources and avoid duplication of efforts; and

1.6.17.4. Attend regional Continuum of Care meetings and coordinate with Local Service Delivery Area groups.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

3.1. The Contractor shall submit an annual report to the Department within thirty (30) days following the end of the calendar year, to improve the administration of the program, and to report performance data to HUD. Data is subject to change as required by HUD. Reports include, but are not limited to:

3.1.1. ESG CAPER: Consolidated Annual Performance and Evaluation

Report (CAPER). Data collection for the ESG portion of the CAPER is aligned with the most recent version of the HMIS Data Standards.

3.1.2. Housing Inventory Count (HIC): The Housing Inventory Count collects information about all of the beds and units in each Continuum of Care homeless system.

3.1.3. Point-In-Time (PIT) Count: The Point-in-Time Count provides a count of sheltered and unsheltered homeless persons from either the last biennial count or a more recent annual count. Counts are based on:

3.1.3.1. Number of persons in households without children;

3.1.3.2. Number of persons in households with at least one adult and one child

3.1.3.3. Number of persons in households with only children.

3.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

4. Performance Measures

4.1. The Department shall monitor performance of the Contractor by establishing and tracking outcomes measures in the following categories:

4.1.1. Rapid Rehousing

4.1.1.1. At least eighty percent (80%) of households served by the program will move into permanent housing in an average of 90 days or less.

4.1.1.2. At least eighty percent (80%) of households that exit the rapid re-housing program will exit into permanent housing.

4.1.1.3. At least eighty percent (80%) percent of households that exit a rapid re- housing program to permanent housing will not become homeless again within a year.

4.1.2. Homelessness Prevention and Housing Stabilization

4.1.2.1. At least eighty percent (80%) of households served by the program will resolve imminent housing crisis within an average of ninety (90) days or less.

4.1.2.2. At least eighty-five percent (85%) of households that exit a Homeless Prevention or Housing Stabilization project will exit into Permanent housing.

4.1.2.3. At least eighty percent (80%) of households that exit a Homeless Prevention or Housing Stabilization project into permanent housing will not enter into homelessness within a year.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

5.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

5.3. Credits and Copyright Ownership

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

5.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

5.5. Eligibility Determinations

5.5.1. Eligibility determinations shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

5.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

5.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby

covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Emergency Solutions Grant

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 27%, Emergency Solutions Grants Program, as awarded on August 6, 2021, by the US Department of Housing and Urban Development, CFDA 14.231, FAIN# E-21-DC-33-0001.
   1.2. 73% General funds.
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a Sub-Recipient, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-5, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to 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

6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, 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.

12. Audits

    12.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

        12.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

        12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

        12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

    12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

    12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

    12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the

EXHIBIT C

Contract to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1, SFY 2022 Budget

New Hampshire Department of Health and Human Services

Contractor Name: The Front Door Agency, Inc.

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2021 - June 30, 2022

105082

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 172,192.00	$ 70,274.00	$ 192,466.00	$ 29,682.00	$ 54,090.00	$ 80,772.00	$ 85,500.00	$ 16,184.00	$ 111,684.00
2. Employee Benefits	$ 21,310.00	$ 5,087.00	$ 26,397.00	$ 20,197.00	$ -	$ 20,197.00	$ 1,000.00	$ 1,200.00	$ 6,200.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 5,500.00	$ -	$ 5,500.00	$ 5,000.00	$ -	$ 5,000.00	$ 500.00	$ -	$ 500.00
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 5,000.00	$ -	$ 5,000.00	$ 3,000.00	$ -	$ 3,000.00	$ 2,000.00	$ -	$ 2,000.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,500.00	$ -	$ 2,500.00	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00
Postage	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 5,300.00	$ -	$ 5,300.00	$ 5,300.00	$ -	$ 5,300.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	$ -	$ 1,500.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 2,000.00	$ -	$ 2,000.00	$ 1,500.00	$ -	$ 1,500.00	$ 500.00	$ -	$ 500.00
12. Subcontracts/Agreements	$ 2,500.00	$ -	$ 2,500.00	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rapid Rehousing	$ 20,000.00	$ -	$ 20,000.00	$ -	$ -	$ -	$ 20,000.00	$ -	$ 20,000.00
Homeless Prevention	$ 15,000.00	$ -	$ 15,000.00	$ -	$ -	$ -	$ 15,000.00	$ -	$ 15,000.00
Housing Stabilization:	$ 265,000.00	$ -	$ 265,000.00	$ 80,000.00	$ -	$ 80,000.00	$ 185,000.00	$ -	$ 185,000.00
TOTAL	$ 468,302.00	$ 75,361.00	$ 543,663.00	$ 125,919.00	$ 54,090.00	$ 200,019.00	$ 312,750.00	$ 17,384.00	$ 343,644.00
Indirect As A Percent of Direct		16.1%							

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Exhibit C-2, SFY 2023 Budget

New Hampshire Department of Health and Human Services

Contractor Name: The Front Door Agency, Inc.

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2022 - June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 130,192.00	$ 68,402.00	$ 199,594.00	$ 34,682.00	$ 58,090.00	$ 93,772.00	$ 95,828.00	$ 10,194.00	$ 105,822.00
2. Employee Benefits	$ 21,310.00	$ 5,887.00	$ 27,197.00	$ 18,310.00	$ 3,887.00	$ 22,197.00	$ 3,000.00	$ -	$ 3,000.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 5,500.00	$ -	$ 5,500.00	$ 5,000.00	$ -	$ 5,000.00	$ 500.00	$ -	$ 500.00
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 5,000.00	$ -	$ 5,000.00	$ 3,000.00	$ -	$ 3,000.00	$ 2,000.00	$ -	$ 2,000.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,500.00	$ -	$ 2,500.00	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00
Postage	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 5,300.00	$ -	$ 5,300.00	$ 5,300.00	$ -	$ 5,300.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	$ -	$ 1,500.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 2,000.00	$ -	$ 2,000.00	$ 1,500.00	$ -	$ 1,500.00	$ 500.00	$ -	$ 500.00
12. Subcontracts/Agreements	$ 10,000.00	$ -	$ 10,000.00	$ 2,500.00	$ -	$ 2,500.00	$ 7,500.00	$ -	$ 7,500.00
13. Other (specific details mandatory):	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Rapid Rehousing	$ 45,000.00	$ -	$ 45,000.00		$ -	$ -	$ 45,000.00	$ -	$ 45,000.00
Homeless Prevention	$ 25,000.00	$ -	$ 25,000.00	$ -	$ -	$ -	$ 25,000.00	$ -	$ 25,000.00
Housing Stabilization	$ 187,500.00	$ -	$ 187,500.00	$ 80,000.00	$ -	$ 80,000.00	$ 107,500.00	$ -	$ 107,500.00
TOTAL	$ 441,302.00	$ 75,289.00	$ 516,591.00	$ 150,852.00	$ 64,967.00	$ 215,819.00	$ 291,578.00	$ 10,194.00	$ 301,772.00
Indirect As A Percent of Direct		17.1%					107500		

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Exhibit C-3, SFY 2024 Budget

New Hampshire Department of Health and Human Services

Contractor Name: The Front Door Agency,Inc.

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2023 - June 30, 2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 132,320.00	$ 69,402.00	$ 201,722.00	$ 36,697.00	$ 59,208.00	$ 95,905.00	$ 95,629.00	$ 10,194.00	$ 105,822.00
2. Employee Benefits	$ 23,310.00	$ 6,587.00	$ 29,897.00	$ 18,310.00	$ 6,587.00	$ 24,897.00	$ 5,000.00	$ -	$ 5,000.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 5,500.00	$ -	$ 5,500.00	$ 5,000.00	$ -	$ 5,000.00	$ 500.00	$ -	$ 500.00
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 5,000.00	$ -	$ 5,000.00	$ 3,000.00	$ -	$ 3,000.00	$ 2,000.00	$ -	$ 2,000.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,500.00	$ -	$ 2,500.00	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00
Postage	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 5,300.00	$ -	$ 5,300.00	$ 5,300.00	$ -	$ 5,300.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	$ -	$ 1,500.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 2,000.00	$ -	$ 2,000.00	$ 1,500.00	$ -	$ 1,500.00	$ 500.00	$ -	$ 500.00
12. Subcontracts/Agreements	$ 10,000.00	$ -	$ 10,000.00	$ 2,500.00	$ -	$ 2,500.00	$ 7,500.00	$ -	$ 7,500.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rapid ReHousing	$ 45,000.00	$ -	$ 45,000.00	$ -	$ -	$ -	$ 45,000.00	$ -	$ 45,000.00
Homeless Prevention	$ 25,000.00	$ -	$ 25,000.00	$ -	$ -	$ -	$ 25,000.00	$ -	$ 25,000.00
Housing Stabilization	$ 187,500.00	$ -	$ 187,500.00	$ 80,000.00	$ -	$ 80,000.00	$ 107,500.00	$ -	$ 107,500.00
TOTAL	$ 445,430.00	$ 75,989.00	$ 521,419.00	$ 154,057.00	$ 65,795.00	$ 219,847.00	$ 291,379.00	$ 10,194.00	$ 301,572.00
Indirect As A Percent of Direct		17.1%							

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Contractor Initials

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Exhibit C-4, SFY 2025 Budget

New Hampshire Department of Health and Human Services

Contractor Name: The Front Door Agency, Inc.

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2024 - June 30, 2025

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 134,192.00	$ 69,402.00	$ 203,594.00	$ 38,564.00	$ 62,208.00	$ 97,772.00	$ 95,628.00	$ 10,194.00	$ 105,822.00
2. Employee Benefits	$ 24,310.00	$ 6,587.00	$ 30,897.00	$ 19,310.00	$ 6,587.00	$ 25,897.00	$ 5,000.00	$ -	$ 5,000.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 5,500.00	$ -	$ 5,500.00	$ 5,000.00	$ -	$ 5,000.00	$ 500.00	$ -	$ 500.00
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 5,000.00	$ -	$ 5,000.00	$ 3,000.00	$ -	$ 3,000.00	$ 2,000.00	$ -	$ 2,000.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,500.00	$ -	$ 2,500.00	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00
Postage	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 5,300.00	$ -	$ 5,300.00	$ 5,300.00	$ -	$ 5,300.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	$ -	$ 1,500.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 2,000.00	$ -	$ 2,000.00	$ 1,500.00	$ -	$ 1,500.00	$ 500.00	$ -	$ 500.00
12. Subcontracts/Agreements	$ 10,000.00	$ -	$ 10,000.00	$ 2,500.00	$ -	$ 2,500.00	$ 7,500.00	$ -	$ 7,500.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rapid ReHousing	$ 40,000.00	$ -	$ 40,000.00	$ -	$ -	$ -	$ 40,000.00	$ -	$ 40,000.00
Homeless Prevention	$ 30,000.00	$ -	$ 30,000.00	$ -	$ -	$ -	$ 30,000.00	$ -	$ 30,000.00
Housing Stabilization	$ 187,500.00	$ -	$ 187,500.00	$ 80,000.00	$ -	$ 80,000.00	$ 107,500.00	$ -	$ 107,500.00
TOTAL	$ 448,302.00	$ 75,989.00	$ 524,291.00	$ 158,924.00	$ 68,795.00	$ 222,719.00	$ 291,378.00	$ 10,194.00	$ 301,572.00
Indirect As A Percent of Direct		17.0%							

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Contractor Initials

Date 5/31/2022

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Exhibit C-5, SFY 2026 Budget

New Hampshire Department of Health and Human Services

Contractor Name: The Front Door Agency, Inc.

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2025 - January 1, 2026

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 134,192.00	$ 62,259.00	$ 196,451.00	$ 38,364.00	$ 57,208.00	$ 95,772.00	$ 95,828.00	$ 5,000.00	$ 100,828.00
2. Employee Benefits	$ 24,310.00	$ 6,587.00	$ 30,897.00	$ 19,310.00	$ 6,587.00	$ 25,897.00	$ 5,000.00	$ -	$ 5,000.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 5,500.00	$ -	$ 5,500.00	$ 5,000.00	$ -	$ 5,000.00	$ 500.00	$ -	$ 500.00
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -	$ 3,000.00	$ 2,000.00	$ -	$ 2,000.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,500.00	$ -	$ 2,500.00	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00
Postage	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 5,300.00	$ -	$ 5,300.00	$ 5,300.00	$ -	$ 5,300.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	$ -	$ 1,500.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 2,000.00	$ -	$ 2,000.00	$ 1,500.00	$ -	$ 1,500.00	$ 500.00	$ -	$ 500.00
12. Subcontracts/Agreements	$ 10,000.00	$ -	$ 10,000.00	$ 2,500.00	$ -	$ 2,500.00	$ 7,500.00	$ -	$ 7,500.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rapid Rehousing	$ 20,000.00	$ -	$ 20,000.00	$ -	$ -	$ -	$ 20,000.00	$ -	$ 20,000.00
Homeless Prevention	$ 15,000.00	$ -	$ 15,000.00	$ -	$ -	$ -	$ 15,000.00	$ -	$ 15,000.00
Housing Stabilization:	$ 184,000.00	$ -	$ 184,000.00	$ 80,000.00	$ -	$ 80,000.00	$ 104,000.00	$ -	$ 104,000.00
TOTAL	$ 409,802.00	$ 68,846.00	$ 478,648.00	$ 156,824.00	$ 63,795.00	$ 229,719.00	$ 252,978.00	$ 5,000.00	$ 257,978.00
Indirect As A Percent of Direct		16.8%							

DS
MW
Contractor Initials
Date 5/31/2022

New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials MW 03

Date 5/31/2022

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: The Front Door Agency, Inc.

5/31/2022
Date

DocuSigned by:
Maryse Wirbal
Name: Maryse Wirbal
Title: Maryse Wirbal, CEO

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: The Front Door Agency, Inc.

5/31/2022
Date

DocuSigned by:
Maryse Wirbal
Name: Maryse Wirbal
Title: Maryse Wirbal, CEO

DocuSign Envelope ID: 15E7E96F-E190-4934-8EAB-7ADDAFF1A644

DocuSign Envelope ID: A33BD367-7BD4-4988-8BC8-B5CA71BD09AB

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: The Front Door Agency, Inc.

5/31/2022
Date

DocuSigned by:
Maryse Wirbal
Name: Maryse Wirbal
Title: Maryse Wirbal, CEO

New Hampshire Department of Health and Human Services
Exhibit G

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: The Front Door Agency, Inc.

5/31/2022
Date

DocuSigned by:
Maryse Wirbal
Name: Maryse Wirbal
Title: Maryse Wirbal, CEO

DocuSign Envelope ID: 15E7E96F-E190-4934-8EAB-7ADDAFF1A644

DocuSign Envelope ID: A33BD367-7BD4-4988-8BC8-B5CA71BD09AB

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: The Front Door Agency, Inc.

5/31/2022
Date

DocuSigned by:
Maryse Wirbal
Name: Maryse Wirbal
Title: Maryse Wirbal, CEO

Contractor Initials MW
Date 5/31/2022

DocuSign Envelope ID: 15E7E96F-E190-4934-8EAB-7ADDAFF1A644

DocuSign Envelope ID: A33BD367-7BD4-4988-8BC8-B5CA71BD09AB

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials MW

Date 5/31/2022

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	The Front Door Agency, Inc.
The State by: Karen Hebert	Name of the Contractor Maryse Wirbal
Signature of Authorized Representative	Signature of Authorized Representative
Karen Hebert	Maryse Wirbal
Name of Authorized Representative	Name of Authorized Representative
Division Director	Maryse Wirbal, CEO
Title of Authorized Representative	Title of Authorized Representative
5/31/2022	5/31/2022
Date	Date

DocuSign Envelope ID: 15E7E96F-E190-4934-8EAB-7ADDAFF1A644

DocuSign Envelope ID: A33BD387-7BD4-4988-88C8-B5CA71BD09AB

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: The Front Door Agency, Inc.

5/31/2022
Date

DocuSigned by:
Maryse Wirbal
Name: Maryse Wirbal
Title: Maryse Wirbal, CEO

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: J8WJNLXWCQF3

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO, _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

Contractor Initials MW

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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Contractor Initials _____

Date 5/31/2022

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Emergency Solutions Grant contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Southwestern Community Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2022 (Item #56), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection, 1.1, Paragraph 3, Subparagraph 3.3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

2. Modify Exhibit B, Scope of Services, Section 1.6., Scope of Services Applicable to all Services, Subsection 1.6.18., Housing Stabilization, to read:

   1.6.18. Housing Stabilization

   1.6.18.1. The Contractor shall conduct Housing Stabilization activities that include providing housing stability case management, and financial assistance as necessary in order to prevent evictions, homelessness or resolve other housing instability conditions that could lead to unsheltered homelessness. The Contractor shall provide program participants at risk of homelessness, or who otherwise meet one of the conditions of housing instability with housing supports and strategies with the ultimate goal of housing stability.

   1.6.18.2. Eligibility

   1.6.18.2.1. The Contractor shall assess eligibility for program participants verification of housing crisis, including but not limited to: a notice of arrears or balance overdue, court summons, notice to quit, notice of eviction, documentation of housing which does not meet minimum standards and local minimum requirements for use and occupancy (including NH RSA:48-A:14), presence of mold or lead paint hazards, utilities not in service/no heat, city or town notice of code violation(s), overcrowded (more than two persons per bedroom), letter from host temporarily staying with friends or relatives or documentation demonstrating the households is at risk of unsheltered homelessness following the end of the emergency COVID-19 federal public health assistance.

   1.6.18.2.2. Individuals and families must have an annual income below 80 percent of median family income for the area, as determined by HUD.

1.6.18.2.3. The Contractor shall reassess income eligibility for individuals and families every twelve (12) months.

1.6.18.3. Eligible Activities

1.6.18.3.1. Temporary financial assistance payments made on behalf of program participants to help the participant remain in permanent housing or obtain permanent housing. Temporary financial assistance must be reasonable and must be provided as part of a plan to address the participant's future ability to pay their own expenses. All financial assistance provide must be to third party and not to participants directly. Financial Assistance includes:

1.6.18.3.1.1. Security/ Utility Deposit Assistance:

1.6.18.3.1.1.1. Deposit payment assistance includes the payment of security or utility deposits to help the participant obtain permanent housing

1.6.18.3.1.1.2. Deposit payment assistance may be provided on behalf of eligible participants. This assistance does not count towards the monthly assistance restrictions for both rent and allowable utilities.

1.6.18.4. Rental Assistance: The Contractor shall provide rental assistance services, mobile home lot rent when the participant owns or rents the mobile home; and penalties or fees to help a participant remain in or obtain permanent housing which include but are not limited to:

1.6.18.4.1. Assistance with rental arrearages.

1.6.18.4.2. Tenant based rental assistance, which includes but is not limited to:

1.6.18.4.2.1. Rental Assistance for no more than twenty-four (24) months over a thirty-six (36) month period. The Contractor shall:

1.6.18.4.2.1.1. Enter into a rental assistance agreement with the owner or landlord on behalf of the program participant, ensuring that the Contractor receives a copy of all general notices, complaints, and notices of eviction from the landlord or owner.

1.6.18.4.2.1.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears. DS

1.6.18.4.2.1.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.

1.6.18.4.2.1.4. Ensure rental units comply with rent reasonableness.

1.6.18.5. Childcare Services: The Contractor shall provide childcare fees and services, which include but are not limited to:

1.6.18.5.1. Payments on behalf of a participant to an "eligible child care provider" providing childcare services.

1.6.18.5.1.1. An "eligible child care provider" is a provider of childcare services for compensation, including a provider of care for a school-age child during non-school hours (day camps and overnight, residential camps), that:

1.6.18.5.1.1.1. Is licensed, regulated, registered, or otherwise legally operating under state and local law.

1.6.18.5.2. Payments are only eligible if the assistance will improve a participant's housing stability.

1.6.18.6. Transportation Services: The Contractor shall provide transportation assistance to participants if the assistance will improve a participant's housing stability. Eligible costs include but are not limited to:

1.6.18.6.1. Vehicle repair or maintenance assistance on behalf of a participant. Maximum $2000 annually.

1.6.18.6.2. For participants with their own vehicle, contractors may provide gas cards to assist with housing stability.

1.6.18.6.3. Public Transportation expenses, including bus passes, taxi or ride share costs.

1.6.18.7. Utility Payment Assistance: The Contractor shall provide utility payment assistance, which includes but is not limited to:

1.6.18.7.1. The payment of utility costs (i.e. heat, electricity, water, sewer and garbage collection) to help the participant obtain or retain permanent housing. Payment must be made by the sub-recipient directly to a utility company. Participant, legal representative or a member of the household must have an account in his/her name with a utility company or proof of responsibility to make payments.

1.6.18.7.2. The payment of utility arrears.

1.6.18.8. Moving Costs: The Contractor shall provide moving costs assistance. Moving costs payment assistance includes costs necessary to help the participant obtain safe permanent housing, including but not limited to the following:

1.6.18.8.1. Reasonable costs such as truck rental or hiring a moving company.

1.6.18.8.2. Short-term storage fees for a maximum of 6 months.

1.6.18.9. Landlord incentives: The Contractor shall provide costs of paying for landlord incentives as reasonable and necessary to obtain housing for individuals and families experiencing homelessness at risk of homelessness or who otherwise meet conditions of housing instability.

1.6.18.9.1. The Contractor shall offer landlord incentives that include:

1.6.18.9.1.1. Signing bonuses equal to up to 2 months of rent;

1.6.18.9.1.2. Security deposits equal to up to 3 months of rent;

1.6.18.9.1.3. Paying the cost to repair damages caused by the program participant not covered by the security deposit or that are occurred while the program participant is still residing in the unit; and,

1.6.18.9.1.4. Paying the costs of extra cleaning or maintenance.

1.6.18.10. General Housing Stability Assistance: The Contractor shall provide provision of goods or payment of expenses not included in other Housing Stabilization categories but which are directly related to supporting a participant's housing stability. All such expenses must relate to a participant's ability to gain or keep employment or permanent housing. Such assistance is offered only when it is not available through existing mainstream resources or as emergency assistance while mainstream resources are pending. This assistance must be paid directly to a third party.

1.6.18.10.1. Expenses Associated With Gaining Or Keeping Education Or Employment

1.6.18.10.1.1. Eligible items include but are not limited to:

1.6.18.10.1.1.1. Uniforms, tools, driver's license/state identification fees, license/certification costs required for employment, documentation acquisition fees such as for Social Security Number or birth certificate, school supply costs (where other funding is not available), document court filing fees, costs of internet for remote learning or employment, the costs of cell phone and cell phone minutes, and short term training leading to employment, where other funding is not available. DS

1.6.18.10.2. Expenses Associated With Moving Into Permanent Housing

1.6.18.10.2.1. Eligible items include but are not limited to:

1.6.18.10.2.1.1. Bed delivery costs, bed frames, conventional mattresses, air mattresses, box springs, bedding (sheets, pillowcases, and pillows), basic kitchen utensils, and cleaning supplies.

1.6.18.10.3. Expenses Necessary For Securing And Maintaining Appropriate Permanent Housing

1.6.18.10.3.1. Eligible items include but are not limited to:

1.6.18.10.3.1.1. Fees for rental applications, background checks, housing inspections, credit score checks, credit counseling, criminal background checks, tenancy screening reports, financial literacy class, document court filing fees, and documentation acquisition such as for Social Security Number or birth certificates. Items necessary for life or safety provided on a temporary basis to address an emergency. Eligible items include but are not limited to: food, baby formula, diapers, and winter clothing.

1.6.18.11. Emergency Housing Assistance: The Contractor shall provide short-term emergency housing assistance to eligible participants. The goal of emergency housing assistance is to ensure household safety in the case where maintaining permanent housing is not an option AND shelter beds, transitional housing, or other resources are not available AND subsequent rental housing is not immediately available for move-in by the participant.

1.6.18.11.1. Funds can be used to pay for cleaning of hotel and motel rooms used by program participants as well as to repair damages caused by program participants above normal wear and tear of the room.

1.6.18.11.2. The Contractor shall provide assistance to short-term commercial residences such as hotels only- private residences are not eligible, nor are agencies already funded to provide emergency shelter.

1.6.18.11.3. Emergency Housing Assistance costs cannot exceed the reasonable community standard for such housing (i.e., cost of hotel must be similar to other basic hotel accommodations available in the community).

1.6.18.11.4. This assistance is for emergency use only and is capped at 14 days per household annually. A formal request with extenuating circumstances would need to be reviewed and approved by BHS to extend that cap. Subrecipients should work with mainstream resources to cost share where able.

1.6.18.12. Housing Stability Case Management: The Contractor shall provide Housing First, housing-focused case management services.

1.6.18.12.1. The Contractor shall refer to or pay for costs for services provided, that shall include, but are not limited to:

1.6.18.12.1.1. Income Assistance.

1.6.18.12.1.2. Employment and Benefits Assistance.

1.6.18.12.1.3. Educational Assistance.

1.6.18.12.1.4. Health Care Services including Mental Health Services.

1.6.18.12.1.5. Mediation services.

1.6.18.12.1.6. Legal services.

1.6.18.12.1.7. Budgeting and Credit repair services.

1.6.18.12.1.8. Mainstream resources.

1.6.18.13. The Contractor shall make available on-going housing stability case management for six (6) months after rental assistance has ended.

1.6.18.14. The Contractor shall ensure clients have access to educational activities that will assist clients with obtaining housing that they will be able to sustain once the financial assistance ends, including but not limited to budgeting education; job search and interview skills training; and resume writing training.

1.6.18.15. The Contractor shall refer eligible individuals to community based services that will assist with addressing barriers to housing, as appropriate, using the local coordinated entry system.

1.6.18.16. The Contractor shall develop an action plan for achieving housing stability.

1.6.18.17. The Contractor shall conduct an inspection for each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards to ensure that households receiving assistance will reside in safe, sanitary housing that meets state and local housing codes.

1.6.18.18. The Contractor shall ensure:

1.6.18.18.1. Occupied housing meets state and local housing requirements including, but not limited to, compliance with:

1.6.18.18.1.1. All applicable state and local housing codes. Licensing requirements.

1.6.18.18.1.2. All requirements regarding the condition of the structure.

1.6.18.18.1.3. All requirements regarding the operation of housing or services.

1.6.18.19. The Contractor shall ensure occupied housing meets the Lead-Based Paint Poisoning Prevention and Disclosure Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851- 4856), and implementing regulations in CFR part 35, subparts A, B, K, M, and R.

1.6.18.20. The Contractor shall enter client level data into the New Hampshire Homeless Management Information System (NH HMIS) and comply with all training and licensing requirements. Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. The Contractor shall comply with all privacy and security requirements set by the Department.

1.6.18.21. The Contractor shall ensure sufficient licensed staff to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS).

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

9/29/2022
Date

DocuSigned by:
Karen Hebert
828C6CE31DA41D...
Name: Karen Hebert
Title: Division Director

Southwestern Community Services, Inc.

9/28/2022
Date

DocuSigned by:
Beth Daniels
3689...
Name: Beth Daniels
Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

9/29/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65514**

Certificate Number: **0005755656**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of April A.D. 2022.

David M. Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

I, Kevin Watterson, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Southwestern Community Services, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 18, 20 21, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Beth Daniels (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Southwestern Community Services, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 6/30/22

Kevin D. Watterson
Signature of Elected Officer
Name: Kevin Watterson
Title: Officer

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clark Mortenson Insurance PO Box 606 Keene NH 03431	CONTACT NAME: Ana O'Donnell, CPIW, CIC PHONE (A/C, No, Ext): (603) 352-2121 FAX (A/C, No): (603) 357-8491 E-MAIL ADDRESS: aodonnell@hilbgroup.com
INSURED Southwestern Community Services Inc. 63 Community Way PO Box 603 Keene NH 03431	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Indemnity Insurance Co. — 18058 INSURER B: Maine Employers Mut Ins Co — 11149 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2022 to 2023 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			PHPK2431763	06/30/2022	06/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			PHPK2431766	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			PHUB820879	06/30/2022	06/30/2023	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3102800768	04/01/2022	04/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	PROFESSIONAL LIABILITY			PHPK2431763	06/30/2022	06/30/2023	EACH OCCURRENCE AGGREGATE	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation laws apply for the state of: NH
All Officers are included

CERTIFICATE HOLDER

Department of Health & Human Services Bureau of Contracts &
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Mission Statement

Southwestern Community Services

SCS strives to **empower** low income people and families. With **dignity and respect**, **SCS** will provide direct assistance, reduce stressors and advocate for such persons and families as they lift themselves toward **self-sufficiency**.

In **partnership** and close **collaboration** with local communities, **SCS** will provide **leadership** and **support** to develop resources, programs and services to further aid this population.

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Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020
AND
INDEPENDENT AUDITORS' REPORTS AND
REPORTS ON COMPLIANCE AND INTERNAL CONTROL

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

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Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statement of financial position as of May 31, 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. and related companies as of May 31, 2021, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Southwestern Community Services, Inc. and related companies' 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 5, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended May 31, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedules of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and the Schedules of Functional Revenues and Expenses, are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 22, 2021, on our consideration of Southwestern Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southwestern Community Services, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

October 22, 2021
Wolfeboro, New Hampshire

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
MAY 31, 2021 AND 2020

ASSETS

	2021	2020
CURRENT ASSETS		
Cash and cash equivalents	$ 1,722,941	$ 1,400,153
Accounts receivable, net	1,781,636	1,201,132
Prepaid expenses	62,628	57,168
Notes receivable	2,357	2,357
Total current assets	3,569,562	2,660,810
PROPERTY		
Land and buildings	28,937,986	19,243,210
Vehicles and equipment	565,380	541,236
Furniture and fixtures	934,441	271,753
Total property	30,437,807	20,056,199
Less accumulated depreciation	14,621,952	8,557,576
Property, net	15,815,855	11,498,623
OTHER ASSETS		
Investment in related parties	138,001	198,492
Due from related parties	55,138	59,067
Cash escrow and reserve funds	1,471,741	809,897
Security deposits	105,790	69,767
Other assets	384	384
Total other assets	1,771,054	1,137,607
Total assets	$ 21,156,471	$ 15,297,040

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 240,586	$ 160,672
Accrued expenses	170,074	87,023
Accrued payroll and payroll taxes	244,003	228,394
Other current liabilities	148,854	149,154
Refundable advances	729,955	290,437
Current portion of long term debt	142,174	125,324
Total current liabilities	1,675,646	1,041,004
NONCURRENT LIABILITIES		
Long term debt, less current portion shown above	11,300,411	8,905,857
Economic Injury Disaster Loan	150,000	-
Paycheck Protection Program loan	-	439,070
Total noncurrent liabilities	11,450,411	9,344,927
Total liabilities	13,126,057	10,385,931
NET ASSETS		
Without donor restrictions	7,815,065	4,766,637
With donor restrictions	215,349	144,472
Total net assets	8,030,414	4,911,109
Total liabilities and net assets	$ 21,156,471	$ 15,297,040

See Notes to Consolidated Financial Statements

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED MAY 31, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2021 Total	2020 Total
REVENUES AND OTHER SUPPORT				
Government contracts	$ 14,451,497	$ -	$ 14,451,497	$ 10,619,721
Program service fees	2,708,902	-	2,708,902	2,605,816
Rental income	1,657,741	-	1,657,741	1,165,032
Developer fee income	-	-	-	1,508
Support	465,614	136,024	601,638	593,610
Sponsorship	21,703	-	21,703	26,546
Interest income	1,402	-	1,402	9,224
Forgiveness of debt	518,501	-	518,501	79,338
Miscellaneous	239,096	-	239,096	148,113
In-kind contributions	65,414	-	65,414	167,553
Total revenues and other support	20,129,870	136,024	20,265,894	15,416,461
NET ASSETS RELEASED FROM RESTRICTIONS	65,147	(65,147)	-	-
Total revenues, other support, and net assets released from restrictions	20,195,017	70,877	20,265,894	15,416,461
EXPENSES				
Program services				
Home energy programs	5,559,497	-	5,559,497	5,153,989
Education and nutrition	2,629,099	-	2,629,099	2,687,612
Homeless programs	5,516,502	-	5,516,502	2,060,655
Housing services	2,913,953	-	2,913,953	2,433,660
Economic development services	621,784	-	621,784	737,663
Other programs	750,430	-	750,430	775,342
Total program services	17,991,265	-	17,991,265	13,848,921
Supporting activities				
Management and general	1,948,672	-	1,948,672	1,761,642
Total expenses	19,939,937	-	19,939,937	15,610,563
CHANGE IN NET ASSETS BEFORE LOSS ON SALE OF PROPERTY	255,080	70,877	325,957	(194,102)
LOSS ON SALE OF PROPERTY	-	-	-	(140)
LOSS ON INVESTMENT IN LIMITED PARTNERSHIPS	(60,897)	-	(60,897)	(236)
CHANGE IN NET ASSETS	194,183	70,877	265,060	(194,478)
NET ASSETS, BEGINNING OF YEAR	4,766,637	144,472	4,911,109	5,105,587
NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIPS	2,854,245	-	2,854,245	-
NET ASSETS, END OF YEAR	$ 7,815,065	$ 215,349	$ 8,030,414	$ 4,911,109

See Notes to Consolidated Financial Statements

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED MAY 31, 2021

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2021 Total
Payroll	$ 486,387	$ 1,518,514	$ 491,084	$ 725,103	$ 350,843	$ 439,136	$ 4,011,067	$ 752,116	$ 4,763,183
Payroll taxes	25,674	106,568	37,005	43,514	30,248	33,024	276,033	120,497	396,530
Employee benefits	171,270	381,988	144,229	263,870	55,553	180,793	1,197,703	46,508	1,244,211
Retirement	32,604	85,776	24,671	51,308	20,760	14,238	229,357	66,965	296,322
Advertising	-	3,100	386	1,295	1,638	-	6,419	133	6,552
Bank charges	10	-	1,130	4,109	-	11	5,260	8,766	14,026
Computer cost	225	28,110	12,051	7,765	16,171	-	64,322	183,132	247,454
Contractual	1,007,401	12,804	42,954	61,431	680	48,737	1,174,007	59,518	1,233,525
Depreciation	-	26,438	117,987	603,938	-	7,620	755,983	153,192	909,156
Dues/registration	-	2,290	-	320	543	-	3,153	8,619	11,772
Duplicating	69	8,160	-	-	-	-	8,229	4,588	12,817
Insurance	5,539	15,035	33,483	57,881	15,298	6,890	134,126	43,490	177,616
Interest	-	5,955	5,983	48,121	-	1,690	61,749	113,918	175,667
Meeting and conference	-	-	-	840	154	133	1,127	1,637	2,764
Miscellaneous expense	2,863	-	1,242	82,239	9,546	1,359	97,249	2,675	99,924
Miscellaneous taxes	-	-	-	101,224	-	-	101,224	300	101,524
Equipment purchases	386	3,330	-	6,521	-	-	10,237	2,808	13,045
Office expense	19,084	17,479	60,872	11,834	2,568	749	112,586	49,579	162,165
Postage	300	388	126	37	348	-	1,179	31,999	33,178
Professional fees	1,050	-	3,300	38,627	-	-	42,977	81,034	124,011
Staff development and training	3,406	1,327	165	2,488	614	1,185	9,185	17,341	26,526
Subscriptions	-	-	-	98	-	-	98	2,767	2,865
Telephone	2,429	3,106	20,692	18,872	2,299	1,117	48,515	47,535	96,050
Travel	6,104	12,328	7,212	9,515	16,338	-	51,497	5,675	57,172
Vehicle	6,147	4,170	1,748	41,329	35,941	9,852	99,187	3,912	103,099
Rent	-	24,659	-	-	21,112	-	45,771	-	45,771
Space costs	-	122,478	384,093	718,703	16,731	114	1,242,119	139,968	1,382,087
Direct client assistance	3,788,549	179,702	4,126,109	12,971	24,399	3,782	8,135,512	-	8,135,512
In-kind expenses	-	65,414	-	-	-	-	65,414	-	65,414
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	5,559,497	2,629,099	5,516,502	2,913,953	621,784	750,430	17,991,265	1,948,672	19,939,937
Allocation of management and general expenses	602,161	284,763	597,504	315,616	67,347	81,281	1,948,672	(1,948,672)	-
TOTAL FUNCTIONAL EXPENSES	$ 6,161,658	$ 2,913,862	$ 6,114,006	$ 3,229,569	$ 689,131	$ 831,711	$ 19,939,937	$ -	$ 19,939,937

See Notes to Consolidated Financial Statements

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED MAY 31, 2020

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and and General	2020 Total
Payroll	$ 467,456	$ 1,374,787	$ 335,905	$ 735,214	$ 435,177	$ 424,014	$ 3,772,553	$ 731,826	$ 4,504,379
Payroll taxes	36,287	107,590	25,566	56,083	35,147	32,738	293,411	55,964	349,375
Employee benefits	135,770	412,407	121,495	271,770	85,902	193,929	1,221,273	45,011	1,266,284
Retirement	29,265	71,941	19,791	58,108	21,016	13,973	214,094	64,115	278,209
Advertising	728	3,084	83	2,632	3,999	2,100	12,626	591	13,217
Bank charges	4	-	17	4,117	-	54	4,192	7,456	11,648
Bad debt expense	-	45	195	-	-	-	240	4,000	4,240
Computer cost	-	28,124	5,538	8,120	15,541	-	57,323	166,243	223,566
Contractual	776,055	18,582	13,624	27,752	2,719	74,250	912,982	41,190	954,172
Depreciation	-	27,369	108,291	368,399	-	10,913	512,972	150,280	663,252
Dues/registration	-	977	-	495	468	-	1,940	9,720	11,660
Duplicating	-	7,480	-	-	-	-	7,480	5,684	13,164
Insurance	6,667	13,010	24,560	56,680	14,271	5,968	121,156	36,841	157,997
Interest	-	7,198	7,527	36,985	-	-	51,710	114,881	166,591
Meeting and conference	457	1,042	262	4,913	1,118	2,029	9,821	13,879	23,700
Miscellaneous expense	3,543	1,597	60	44,189	4,722	163	54,274	18,105	72,379
Miscellaneous taxes	-	-	-	61,942	-	-	61,942	200	62,142
Equipment purchases	24,948	1,646	-	6,426	-	-	33,020	30	33,050
Office expense	20,017	8,744	6,002	9,148	10,480	33	54,424	24,136	78,560
Postage	240	261	123	189	252	-	1,065	24,447	25,512
Professional fees	2,045	-	3,200	28,718	-	706	34,669	89,175	123,844
Staff development and training	-	2,135	648	1,208	415	3,088	7,494	2,787	10,281
Subscriptions	-	-	-	95	-	-	95	1,801	1,896
Telephone	2,283	1,968	17,624	17,959	3,179	1,166	44,179	41,601	85,780
Travel	6,792	16,310	12,602	7,545	30,585	15	73,849	3,031	76,880
Vehicle	3,902	5,121	5,574	30,878	38,849	9,898	91,820	8,202	100,022
Rent	-	25,570	-	-	-	-	25,570	-	25,570
Space costs	-	174,312	352,469	583,375	2,699	89	1,112,944	100,446	1,213,390
Direct client assistance	3,637,530	208,759	999,499	12,920	33,124	418	4,892,250	-	4,892,250
In-kind expenses	-	167,553	-	-	-	-	167,553	-	167,553
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	5,153,989	2,687,612	2,060,655	2,433,660	737,663	775,342	13,848,921	1,761,642	15,610,563
Allocation of management and general expenses	655,609	341,876	262,124	309,572	93,834	98,627	1,761,642	(1,761,642)	-
TOTAL FUNCTIONAL EXPENSES	$ 5,809,598	$ 3,029,488	$ 2,322,779	$ 2,743,232	$ 831,497	$ 873,969	$ 15,610,563	$ -	$ 15,610,563

See Notes to Consolidated Financial Statements

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 265,060	$ (194,478)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	909,155	663,252
Loss on disposal of property	-	140
Loss on investment in limited partnerships	60,897	236
Forgiveness of debt	(518,501)	(79,338)
Decrease (increase) in assets:		
Accounts receivable	(580,504)	42,337
Prepaid expenses	31,348	(5,446)
Interest receivable	-	45,547
Due from related parties	3,929	35
Security deposits	(2,242)	(6,771)
(Decrease) increase in liabilities:		
Accounts payable	22,045	(230,941)
Accrued expenses	36,929	(32,597)
Accrued payroll and payroll taxes	15,609	(5,506)
Other current liabilities	(300)	10,414
Refundable advances	439,518	109,443
Interest payable	-	(49,547)
NET CASH PROVIDED BY OPERATING ACTIVITIES	682,943	266,780
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property	(432,400)	(136,174)
NET CASH USED IN INVESTING ACTIVITIES	(432,400)	(136,174)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from long term debt	85,000	36,679
Repayment of long term debt	(272,062)	(127,826)
Proceeds from Economic Injury Disaster Loan	150,000	-
Proceeds from Paycheck Protection Program	-	439,070
NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES	(37,062)	347,923
NET INCREASE IN CASH AND RESTRICTED CASH	213,481	478,529
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	2,210,050	1,731,521
CASH AND RESTRICTED CASH TRANSFERRED FROM LIMITED PARTNERSHIPS	771,151	-
CASH AND RESTRICTED CASH, END OF YEAR	$ 3,194,682	$ 2,210,050

See Notes to Consolidated Financial Statements

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

	2021	2020
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 175,005	$ 165,929
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Property financed by long term debt	$ 787,599	$ -
Transfer of assets from newly consolidated LPs:		
Prepaid expenses	$ 36,807	$ -
Land and buildings	3,382,003	-
Furniture and fixtures	624,491	-
Security deposits	33,781	-
Total transfer of assets from newly consolidated LPs	$ 4,077,082	$ -
Transfer of liabilities from newly consolidated LPs:		
Accounts payable	$ 57,865	$ -
Accrued expenses	46,122	-
Due to related parties	-	-
Long term debt	1,890,298	-
Total transfer of liabilities from newly consolidated LPs	$ 1,994,285	$ -
Total partners' capital from newly consolidated LPs	$ 2,853,948	$ -
Partners' capital previously recorded as investment in related parties	297	-
Total transfer of partners' capital from newly consolidated LPs	$ 2,854,245	$ -

See Notes to Consolidated Financial Statements

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Southwestern Community Services, Inc. is a New Hampshire nonprofit corporation formed as an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc., and its related corporations, SCS Management Corporation, SCS Housing, Inc., SCS Development Corporation, SCS Housing Development, Inc., and various limited partnerships, as described below. The Organization is committed to providing respectful support services and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts.

Principles of Consolidation

The consolidated financial statements include the accounts of Southwestern Community Services, Inc. and the following entities (collectively the Organization) as Southwestern Community Services, Inc. has both an economic interest and control of the entities through a majority voting interest in their governing board. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements.

- SCS Management Corporation
- SCS Housing, Inc.
- SCS Development Corporation
- SCS Housing Development, Inc.
- Drewsville Carriage House Associates, Limited Partnership (Drewsville)
- Troy Senior Housing Associates, Limited Partnership (Troy Senior)
- Keene East Side Senior Housing Associates, Limited Partnership (Keene East Side)
- Winchester Senior Housing Associates, Limited Partnership (Winchester)
- Swanzey Township Housing Associates, Limited Partnership (Swanzey)
- Snow Brook Meadow Village Housing Associates, Limited Partnership (Snow Brook)
- Keene Highland Housing Associates, Limited Partnership (Keene Highland)
- Warwick Meadow Housing Associates, Limited Partnership (Warwick)

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NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Basis of Accounting

The consolidated financial statements of the Organization have been prepared utilizing the accrual basis of accounting in accordance with generally accepted accounting principles.

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor-imposed restrictions.

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

As of May 31, 2021 and 2020, the Organization had net assets without donor restrictions and with donor restrictions.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended May 31, 2020 from which the summarized information was derived.

Refundable Advances

The Organization records grant and contract revenue as refundable advances until it is expended for the purpose of the grant or contract, at which time it is recognized as revenue.

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NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

In-Kind Support

The Organization records various types of in-kind support including professional services and materials. Contributed professional services are recognized if the service received creates or enhances long-lived assets or requires specialized skill, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received.

Estimates

The presentation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents.

The following table provides a reconciliation of cash and restricted cash reported within the statements of financial position that sum to the total in the statements of cash flows as of May 31:

	2021	2020
Cash, operations	$ 1,722,941	$ 1,400,153
Cash escrow and reserve funds	1,471,741	809,897
Total cash and restricted cash	$ 3,194,682	$ 2,210,050

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at May 31, 2021 and 2020. The Organization has no policy for charging interest on overdue accounts.

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NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Current Vulnerability Due to Certain Concentrations

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change. For the years ended May 31, 2021 and 2020, approximately 71% and 69%, respectively, of the Organization's total revenue was received from government agencies. The future nature of the Organization is dependent upon continued support from the government.

Concentration of Credit Risk

The Organization maintains its cash accounts in several financial institutions, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

Property and Depreciation

Purchased property and equipment are stated at cost at the date of acquisition or at fair value at the date of receipt in the case of donated property. The Organization generally capitalizes and depreciates all assets with a cost greater than $5,000 and an expected life greater than one year. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 40 Years
Vehicles and equipment	5 - 10 Years
Furniture and fixtures	7 Years

The use of certain assets is specified under the terms of grants received from agencies of the federal government. These grants also place liens on certain assets and impose restrictions on the use of funds received from the disposition of the property. Depreciation expense for the years ended May 31, 2021 and 2020 totaled $909,155 and $663,252, respectively.

Advertising

The Organization expenses advertising costs as incurred.

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NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Income Taxes

Southwestern Community Services, Inc. and SCS Management Corporation are exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not private foundations. As such, they are exempt from income tax on their exempt function income.

SCS Housing, Inc., SCS Development Corporation and SCS Housing Development, Inc. are taxed as corporations. SCS Housing Inc. has federal net operating loss carryforwards available for the May 31, 2021 and 2020 tax returns totaling $1,230,191 and $1,135,222, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2027. SCS Development Corporation has federal net operating loss carryforwards totaling $542 and $555 at May 31, 2021 and 2020, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2022. SCS Housing Development, Inc. has federal net operating loss carryforwards totaling $59,861 and $35,574 at May 31, 2021 and 2020, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2035.

The tax effects of the carryforwards as related to deferred tax assets is as follows as of May 31, 2021 and 2020:

	2021	2020
Tax benefit from loss carryforwards	$271,025	$246,404
Valuation allowance	(271,025)	(246,404)
Deferred tax asset	$ -	$ -

Drewsville, Troy Senior, Winchester, Keene East Side, Swanzey, Snow Brook, Keene Highland, and Warwick are taxed as partnerships. Federal income taxes are not payable by, or provided for these entities. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

Accounting Standard Codification No. 740, "Accounting for Income Taxes," established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax position taken on its income tax returns for all open years and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

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NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Fair Value of Financial Instruments

FASB ASC Topic No. 820-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The carrying amount of cash, accounts receivables, prepaid expenses, accounts payable, accrued expenses, and refundable advances approximates fair value because of the short maturity of those instruments.

Revenue Recognition

Amounts received from conditional grants and contracts received for specific purposes are generally recognized as income to the extent that related expenses and conditions are incurred or met. Conditional grants received prior to the conditions being met are reported as refundable advances. Contributions of cash and other assets are reported as with donor restrictions if they are received with donor imposed stipulations that limit the use of the donated assets. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as without donor restrictions.

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NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue Recognition (continued)

Program Service Revenue
Program service revenue is recognized as revenue when the services are performed.

Rental Revenue
The Organization derives revenues from the rental of apartment units. Revenues are recognized as income, monthly, when rents become due and control of the apartment units is transferred to the lessees. The individual leases are for a term of one year and are cancelable by the tenants. Control of the leased units is transferred to the lessee in an amount that reflects the consideration the Partnership expects to be entitled to in exchange for the leased units. The cost incurred to obtain a lease will be expensed as incurred.

Performance Obligations and Contract Assets and Liabilities
The performance obligations related to the lease contracts and program services are satisfied at a point in time. Revenue from performance obligations satisfied at a point in time consist of monthly rental payments and fees for program services. There are no contract assets or liabilities for the years ended May 31, 2021 and 2020.

New Accounting Pronouncement

In May 2014, FASB issued ASU 2014-09 (Topic 606) – Revenue from Contracts with Customers. The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue from cash flows arising from contracts with customers. The Organization adopted the new standard effective June 1, 2020, the first day of the Organization's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for any of the applicable revenue streams; as such, no cumulative effect adjustment was recorded. See revenue recognition policy above.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, rent, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use.

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Functional Allocation of Expenses (continued)

The costs of providing certain program and supporting services have been directly charged.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human services. The indirect cost rate is 12% effective from June 1, 2019 through May 31, 2022.

NOTE 2 BANK LINE OF CREDIT

The Organization has a $250,000 revolving line of credit agreement with a bank. Interest is due monthly and is stated at the Wall Street Journal Prime Rate or at a floor rate of 4%. The line is secured by all the Organization's assets. As of May 31, 2021 and 2020, the interest rate was 4%. There was no outstanding balance at May 31, 2021 and 2020.

NOTE 3 LONG TERM DEBT

The long term debt at May 31, 2021 and 2020 consisted of the following:

	2021	2020
1% mortgage payable to New Hampshire Housing in monthly installments for principal and interest of $891 through August 2032. The note is secured by real estate of the Organization (NHHFA, 96 Main Street).	$ 127,000	$ 136,370
Non-interest bearing mortgage payable to Community Development Finance Authority, in quarterly principal payments based on an operating income formula applied to affordable housing portion of the specified real estate. The note is secured by real estate of the Organization (CDFA, 96 Main Street).	27,589	29,589
5.25% note payable to a bank in monthly installments for principal and interest of $988 through March 2021. The note was paid in full during the year ended May 31, 2021. The note was secured by real estate of the Organization (People's United Bank, Ashuelot).	-	9,652

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NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through September 2031, or until project is sold or refinanced. The note is secured by real estate of the Organization (NHHFA, 17 Pearl).	242,708	244,505
Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through July 2032, unless there is surplus cash from which to make a payment, or until project is sold or refinanced. The note is secured by real estate of the Organization (NHHFA, 41-43 Central).	376,066	376,363
4.25% mortgage payable to a bank in monthly installments for principal and interest of $1,875 through December 2016, with a balloon payment that was due January 2017. The note was amended during the year ended May 31, 2019, and is now due December 2026. Under the amendment, interest rate is 4.94% and monthly installments for principal and interest are $1,957 The note is secured by real estate of the Organization (People's United Bank, Milestones).	112,702	130,230
4.375% note payable to Rural Housing Service in monthly installments for principal and interest of $11,050 through May 2049. The note is secured by real estate of the Organization (TD Bank, Keene Office).	2,134,970	2,175,749
Non-interest bearing note payable to Cheshire County in New Hampshire. Payment is not necessary unless Organization defaults on contract. The note is secured by real estate of the Organization (CDBG, Keene Office).	460,000	460,000

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NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Note payable to a bank in monthly installments for principal and interest of $2,463 including interest through May 2039. Interest is adjusted every five years based on remaining principal balance and "Classic Advantage Rate" provided by Federal Home Loan Bank of Boston which resulted in an interest rate of 4.67% at May 31, 2021 and 2020. The note is secured by real estate of the Organization (TD Bank, Keene Office/Community Way).	376,617	389,578
5.19% note payable to a bank in monthly installments for principal and interest of $889 through May 2021. The note was paid in full during the year ended May 31, 2021. The note was secured by real estate of the Organization (TD Bank, 45 Central Street).	-	88,433
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization (HUD, Ashuelot).	75,000	100,000
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization (HUD, 112 Charlestown Road).	45,000	60,000

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NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Non-interest bearing note payable to New Hampshire Housing in annual payments in the amount of 50% of annual surplus cash through July 2042 at which time the remaining balance is due. The note is secured by real estate of the Organization (NHHFA, Second Chance).	794,189	794,189
Non-interest bearing note payable to a county in New Hampshire. No payment is due and 5% of the balance is forgiven each year through 2032 when the remaining balance becomes due. The note is secured by real estate of the Organization (CDBG, Second Chance).	311,808	328,219
Non-interest bearing note payable to a county in New Hampshire, relating to an agreement between the City of Keene and SCS for the purpose of renovating Keene shelters. In total, SCS will receive $472,000 from CDBG. SCS will receive the funds as progress is made. The note is secured by real estate of the Organization and will be fully forgiven providing the facility serves low- and moderate-income individuals for 20 years (CDBG, Keene Shelter).	326,899	9,500
5.54% note payable to a finance company in monthly installments for principal and interest of $543 through August 2022. The note is secured by a vehicle (Ally, Econoline Van).	7,815	12,637
6.54% note payable to a finance company in monthly installments for principal and interest of $442 through November 2023. The note was paid in full during the year ended May 31, 2021. The note was secured by a vehicle (Ally, GMC Acadia).	-	15,903
2.99% note payable to a bank in monthly installments for principal and interest of $820 through May 2031. The note is secured by real estate of the Organization (Savings Bank of Walpole, 45 Central Street).	84,395	-

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Non-interest bearing note payable to a county in New Hampshire, relating to an agreement between the City of Keene and SCS for the purpose of renovating Keene shelters. In total, SCS will receive $472,000 from CDBG. SCS will receive the funds as progress is made. The note is secured by real estate of the Organization and will be fully forgiven providing the facility serves low- and moderate-income individuals for 20 years (CDBG, Elm Street Shelter).	189,100	
Non-interest bearing note payable to the City of Keene, New Hampshire. The note expires in June 2022 and payment is not necessary unless the Organization defaults on contract. The note is secured by real estate of the Organization (City of Keene, 139 Roxbury Street).	77,100	-
Non-interest bearing note payable to the City of Keene, New Hampshire, with an original balance of $240,000 reduced to $204,000 when the Organization acquired the note from Keene Housing in July 2020. No payment is due and 5% of the balance is forgiven each year through June 2037. The note is secured by real estate of the Organization (City of Keene, 139 Roxbury Street).	204,000	-
Troy Senior - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in June 2029. The note is secured by real estate of the Organization (CDBG).	640,000	640,000
Troy Senior - Non-interest bearing note payable to New Hampshire Housing Finance Authority to fund energy efficient improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHHFA).	140,210	140,210

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Keene East Side - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in December 2028. The note is secured by real estate of the Organization (CDBG).	900,000	900,000
Keene East Side - Non-interest bearing note payable to New Hampshire Community Development Finance Authority (CDFA) to fund energy upgrades and capital improvements. Beginning in 2016, 10% of the note is forgiven each year based on the rolling balance. The mortgage may be released after ten years in January 2026. The note is secured by real estate of the Organization (CDFA).	139,860	162,880
Keene East Side - Non-interest bearing note payable to New Hampshire Housing to fund energy efficient improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHHFA).	228,934	228,934
Swanzey - Non-recourse, 4.90% simple interest mortgage note payable to the New Hampshire Housing (HOME), due September, 2033, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	287,710	289,996
Swanzey - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due September 2043, payable in monthly installments of $1,698, including interest at 2.35% secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 40 year term of the mortgage.	353,561	365,474

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NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Snow Brook - Non-recourse, mortgage note payable to New Hampshire Housing, due July 2057, payable in monthly installments of $2,002 including interest at 4.35% secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	436,974	441,872
Snow Brook - Non-recourse, zero interest mortgage note payable to New Hampshire Housing (AHF), due June 2034, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	237,173	237,173
Winchester - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due May 2032, payable in monthly installments of $370, including interest at 2.00%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHHFA).	43,450	46,978
Winchester - Non-recourse, zero interest bearing mortgage note payable to New Hampshire Housing (FAF), due May 2032, payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30-year term of the mortgage note (NHHFA).	79,609	85,028
Winchester - Non-recourse, zero interest bearing, direct subsidy AHP loan secured by the Partnership's land and buildings, subject to low-income housing restrictions under the terms of the AHP agreement. In the event of a default under the aforementioned agreement, the loan is due upon demand with interest accrued at a rate of 11.67% for the period the funds were outstanding (Federal Home Loan Bank).	150,000	150,000

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Keene Highland - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due August 2035, payable in monthly installments of $3,122, including interest at 2.90%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHHFA).	434,765	-
Keene Highland - 30 year, zero interest, non-recourse deferred mortgage note payable to the City of Keene, New Hampshire due June 2035, payment of principal is deferred until the due date, secured by land and buildings (City of Keene).	915,000	-
Warwick - 30 year, zero interest, non-recourse deferred mortgage note payable to the Town of Winchester, New Hampshire due August 2036, payment of principal is deferred until the due date, secured by land and buildings (Town of Winchester).	500,000	-
Total long-term debt before unamortized deferred financing costs	11,460,204	9,049,462
Unamortized deferred financing costs	(17,619)	(18,281)
	11,442,585	9,031,181
Less current portion due within one year	142,174	125,324
	$11,300,411	$ 8,905,857

The schedule of maturities of long term debt at May 31, 2021 is as follows:

Year Ending May 31	Amount
2022	$ 142,174
2023	142,488
2024	146,073
2025	151,449
2026	157,310
Thereafter	10,720,710
Total	$11,460,204

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

NOTE 4 OPERATING LEASES

The Organization leases facilities, equipment and vehicles under non-cancelable lease agreements at various financial institutions. Lease periods range from month to month to 2025. Monthly lease payments range from $900 to $3,625. Lease expense for the years ended May 31, 2021 and 2020 totaled $148,143 and $140,758, respectively.

Future minimum payments as of May 31, 2021 on the above leases are as follows:

Year Ending May 31	Amount
2022	$ 69,243
2023	1,050
2024	720
2025	120
Total	$ 71,133

NOTE 5 ACCRUED COMPENSATED BALANCES

At May 31, 2021 and 2020, the Organization accrued a liability for future annual leave time that its employees had earned and vested in the amount of $144,916 and $141,970, respectively.

NOTE 6 CONTINGENCIES

Southwestern Community Services, Inc. is the 100% owner of SCS Housing, Inc. and SCS Housing Development, Inc. SCS Housing, Inc. and SCS Housing Development, Inc. are the general partners of eight limited partnerships formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc., SCS Housing, Inc. and SCS Housing Development, Inc. have guaranteed repayment of liabilities of various partnerships totaling approximately $11,927,000 and $13,988,000 at May 31, 2021 and 2020, respectively.

Partnership real estate with a cost basis of approximately $27,348,000 and $35,896,000 at May 31, 2021 and 2020, respectively, provides collateral on these loans.

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NOTE 6 CONTINGENCIES (continued)

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If costs were found not to have been incurred in compliance with the laws and regulations, the Organization might be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of May 31, 2021 and 2020.

NOTE 7 RELATED PARTY TRANSACTIONS

During the years ended May 31, 2021 and 2020, SCS Housing, Inc. managed nine and eleven limited partnerships, respectively. Management fees charged by SCS Housing, Inc. totaled $228,239 and $295,814, for the years ended May 31, 2021 and 2020, respectively. Additionally, SCS Housing, Inc. has advanced the limited partnerships funds for cash flow purposes over several years.

The Organization has also advanced funds to a related entity for Department of Housing and Urban Development (HUD) sponsorship purposes.

The total amounts due and expected to be collected from the limited partnerships and related entities totaled $55,138 and $59,067 at May 31, 2021 and 2020, respectively.

NOTE 8 EQUITY INVESTMENT

Southwestern Community Services, Inc. and related companies use the equity method to account for their financial interests in the following companies:

	2021	2020
Cityside Housing Associates, LP	$ (9,509)	$ (9,505)
Marlborough Homes, LP	(43)	(27)
Payson Village Senior Housing Associates, LP	(12,524)	(12,514)
Railroad Square Senior Housing Associates, LP	(2,247)	(2,071)
Warwick Meadows Housing Associates, LP	-	(28)
Woodcrest Drive Housing Associates, LP	180,727	222,842
Westmill Senior Housing, LP	49	64
Keene Highland Housing Associates, LP	-	(269)
Alstead Senior Housing Associates, LP	(18,452)	(18,441)
	$ 138,001	$ 180,051

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NOTE 8 EQUITY INVESTMENT (continued)

SCS Housing Development, Inc. is a 0.01% partner of Cityside Housing Associates, LP, Marlborough Homes, LP, Payson Village Senior Housing Associates, LP, Warwick Meadows Housing Associates, LP, Woodcrest Drive Housing Associates, LP, and Alstead Senior Housing Associates, LP, a 0.10% partner of Railroad Square Senior Housing Associates, LP, and a 1% partner of Westmill Senior Housing, LP during the years ended May 31, 2021 and 2020.

SCS Housing, Inc. is a 0.01% partner of Winchester Senior Housing Associates, LP, Swanzey Township Housing Associates, LP, Snow Brook Meadow Village Housing Associates, LP, and Keene Highland Housing Associates, LP during the years ended May 31, 2021 and 2020.

The remaining 99.99% ownership interest in Keene Highland Housing Associates, LP and Warwick Meadow Housing Associates, LP were acquired by Southwestern Community Services, Inc. during the year ending May 31, 2021 (see **Note 13**), and therefore the limited partnerships are included in the consolidated financial statements for the year ended May 31, 2021.

Summarized financial information for entities accounted for under the equity method, as of May 31, 2021 and 2020, consists of the following:

	2021	2020
Total assets	$ 53,169	$ 56,632
Total liabilities	15,200	16,530
Capital/Member's equity	37,969	40,102
	$ 53,169	$ 56,632
Income	$ 3,267	$ 3,408
Expenses	4,719	4,707
Net loss	$ (1,452)	$ (1,299)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

NOTE 9 RETIREMENT PLAN

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the internal Revenue Code. All employees who have had at least 30 days of service to the Organization are eligible to contribute to the plan. The Organization begins matching contributions after the employee has reached one year of service. Employer contributions are at the Organization's discretion and totaled $296,322 and $278,209 for the years ended May 31, 2021 and 2020, respectively.

NOTE 10 RESTRICTIONS ON NET ASSETS

Net assets with donor restrictions are available for the following purposes:

	2021	2020
NNECAC – Annual Conference Fund	$ 16,646	$ 4,814
GAPS/Warm Fund	101,736	91,725
Transport	90,000	40,000
HS Parents Association	6,967	7,933
Total net assets with donor restrictions	$ 215,349	$ 144,472

NOTE 11 BOARD DESIGNATED NET ASSETS

The board designates a portion of the unrestricted net assets for WM Marcello GAPS funds. There was $12,790 and $14,888 designated by the board at May 31, 2021 and 2020, respectively.

NOTE 12 FORGIVENESS OF DEBT

During the years ended May 31, 2021 and 2020, the Organization realized forgiveness of debt income in connection with notes payable to Community Development Block Grant, HUD and Community Development Finance Authority. Forgiveness of debt income totaled $79,431 and $79,338 for the years ended May 31, 2021 and 2020, respectively.

The Organization recognized forgiveness of debt of $439,070 related to the Paycheck Protection Program during the year ended May 31, 2021. See additional detail at **Note 15**.

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NOTE 13 TRANSFER OF PARTNERSHIP INTERESTS

During the year ended May 31, 2021, Southwestern Community Services, Inc. acquired a partnership interest in two low-income housing limited partnerships: Keene Highland and Warwick. The amount paid for the partnership interest in Keene Highland and Warwick was $1 each, and at the time of acquisition, Southwestern Community Services, Inc. became the general partner.

The following is a summary of the assets and liabilities of the partnerships at the date of acquisition:

	Keene Highland	Warwick
Date of Transfer	07/01/2020	01/01/2021
Cash	$ 156,907	$ 68,061
Security deposits	21,321	12,460
Cash reserves	391,456	154,727
Property, net	2,769,245	1,237,249
Other assets	25,946	10,861
Total assets	3,364,875	1,483,358
Notes payable	1,372,220	518,078
Other liabilities	85,048	18,939
Total liabilities	1,457,268	537,017
Partners' capital	1,907,607	946,341
Partners' capital previously recorded as an investment in related parties	269	28
Partners' capital transferred	$ 1,907,876	$ 946,369

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

NOTE 14 LIQUIDITY AND AVAILABILITY

The following represents Southwestern Community Services, Inc. and related companies' financial assets as of May 31, 2021 and 2020:

	2021	2020
Financial assets at year end:		
Cash and cash equivalents	$ 1,722,941	$ 1,400,153
Accounts receivable	1,781,636	1,201,132
Due from related party	55,138	59,067
Notes receivable	2,357	2,357
Cash escrow and reserve funds	1,471,741	809,897
Total financial assets	5,033,813	3,472,606
Less amounts not available to be used within one year:		
Due from related party	(55,138)	(59,067)
Notes receivable	(2,357)	(2,357)
Reserve funds	(1,471,741)	(809,897)
Total amounts not available within one year	(1,529,236)	(871,321)
Financial assets available to meet general expenditures over the next twelve months	$ 3,504,577	$ 2,601,285

The Organization has a goal to maintain unrestricted cash on hand to meet 30 days of normal operating expenditures, which are, on average, approximately $1,559,000 and $1,215,000 at May 31, 2021 and 2020, respectively. The Organization has a $250,000 line of credit available to meet cash flow needs.

NOTE 15 PAYCHECK PROTECTION PROGRAM

In April 2020, the Organization received loan proceeds in the amount of $439,070 under the Paycheck Protection Program (PPP). The PPP, is established as part of the Coronavirus Aid, Relief and Economic Security Act (CARES Act). If the Organization did not meet the loan criteria, the unforgiven portion of the PPP loan is payable over five years at an interest rate of 1%, with a deferral of payments for the first ten months. The Organization has used the proceeds for purposes consistent with the PPP and the PPP loan has been forgiven in full. Therefore, forgiveness of the loan totaling $439,070 has been recognized on the Consolidated Statement of Activities for the year ended May 31, 2021.

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NOTE 16 ECONOMIC INJURY DISASTER LOAN

During June 2020, the Organization received an Economic Injury Disaster Loan (EIDL) from the Small Business Administration with proceeds in the amount of $150,000. The EIDL is payable over 30 years at an interest rate of 2.75% with a deferral of payments for one year from the date of the note. Installments, including principal and interest, of $641 monthly begin in June 2021. The balance of principal and interest will be payable in May 2050. The loan is secured by the Small Business Administration.

The scheduled maturities of the EIDL as of May 31, 2021 were as follows:

Year Ending May 31	Amount
2022	$ 3,201
2023	3,585
2024	3,685
2025	3,788
2026	3,893
Thereafter	131,848
	$ 150,000

NOTE 17 RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

NOTE 18 OTHER EVENTS

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization's operations. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. The Organization's business could also be impacted should the disruptions from COVID-19 lead to changes in consumer behavior. COVID-19 also makes it more challenging for management to estimate future performance of the businesses, particularly over the near to medium term.

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NOTE 19 SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 22, 2021, the date the financial statements were available to be issued.

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
FOR THE YEAR ENDED MAY 31, 2021

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2021 Total
REVENUES									
Government contracts	$ 4,633,049	$ 3,125,051	$ 5,267,961	$ 4,060	$ 795,997	$ -	$ 13,826,118	$ 625,379	$ 14,451,497
Program service fees	1,028,348	-	56,851	846,971	-	776,732	2,708,902	-	2,708,902
Rental income	-	-	90,984	1,566,630	-	127	1,657,741	-	1,657,741
Support	55,162	9,969	242,175	-	180,072	114,194	601,572	66	601,638
Sponsorship	-	-	-	-	-	21,703	21,703	-	21,703
Interest income	13	11	198	388	22	35	667	735	1,402
Forgiveness of debt	-	-	56,411	23,020	-	-	79,431	439,070	518,501
Miscellaneous	1,947	3,908	4,813	119,379	25	39,362	169,234	69,862	239,096
In-kind contributions	-	65,414	-	-	-	-	65,414	-	65,414
Total revenues and other support	$ 5,718,519	$ 3,204,353	$ 5,719,193	$ 2,560,448	$ 976,116	$ 952,153	$ 19,130,782	$ 1,135,112	$ 20,265,894
EXPENSES									
Payroll	$ 486,387	$ 1,518,514	$ 491,084	$ 725,103	$ 350,843	$ 439,136	$ 4,011,067	$ 752,116	$ 4,763,183
Payroll taxes	25,674	106,568	37,005	43,514	30,248	33,024	276,033	120,497	396,530
Employee benefits	171,270	381,988	144,229	263,870	55,553	180,793	1,197,703	46,508	1,244,211
Retirement	32,604	85,776	24,671	51,308	20,760	14,238	229,357	66,965	296,322
Advertising	-	3,100	386	1,295	1,638	-	6,419	133	6,552
Bank charges	10	-	1,130	4,109	-	11	5,260	8,766	14,026
Computer cost	225	28,110	12,051	7,765	16,171	-	64,322	183,132	247,454
Contractual	1,007,401	12,804	42,954	61,431	680	48,737	1,174,007	59,518	1,233,525
Depreciation	-	26,438	117,967	603,938	-	7,620	755,963	153,192	909,155
Dues/registration	-	2,290	-	320	543	-	3,153	8,619	11,772
Duplicating	69	8,160	-	-	-	-	8,229	4,588	12,817
Insurance	5,539	15,035	33,483	57,881	15,298	6,890	134,126	43,490	177,616
Interest	-	5,955	5,983	48,121	-	1,690	61,749	113,918	175,667
Meeting and conference	-	-	-	840	154	133	1,127	1,637	2,764
Miscellaneous expense	2,863	-	1,242	82,239	9,546	1,359	97,249	2,675	99,924
Miscellaneous taxes	-	-	-	101,224	-	-	101,224	300	101,524
Equipment purchases	386	3,330	-	6,521	-	-	10,237	2,808	13,045
Office expense	19,084	17,479	60,872	11,834	2,568	749	112,586	49,579	162,165
Postage	300	368	126	37	348	-	1,179	31,999	33,178
Professional fees	1,050	-	3,300	38,627	-	-	42,977	81,034	124,011
Staff development and training	3,406	1,327	165	2,488	614	1,185	9,185	17,341	26,526
Subscriptions	-	-	-	98	-	-	98	2,767	2,865
Telephone	2,429	3,106	20,692	18,872	2,299	1,117	48,515	47,535	96,050
Travel	6,104	12,328	7,212	9,515	16,338	-	51,497	5,675	57,172
Vehicle	6,147	4,170	1,748	41,329	35,941	9,852	99,187	3,912	103,099
Rent	-	24,659	-	-	21,112	-	45,771	-	45,771
Space costs	-	122,478	384,093	718,703	16,731	114	1,242,119	139,968	1,382,087
Direct client assistance	3,788,549	179,702	4,126,109	12,971	24,399	3,782	8,135,512	-	8,135,512
In-kind expenses	-	65,414	-	-	-	-	65,414	-	65,414
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	5,559,497	2,629,099	5,516,502	2,913,953	621,784	750,430	17,991,265	1,948,672	19,939,937
Allocation of management and general expenses	602,161	284,763	597,504	315,616	67,347	81,281	1,948,672	(1,948,672)	-
TOTAL FUNCTIONAL EXPENSES	$ 6,161,658	$ 2,913,862	$ 6,114,006	$ 3,229,569	$ 689,131	$ 831,711	$ 19,939,937	$ -	$ 19,939,937

See Independent Auditors' Report

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
FOR THE YEAR ENDED MAY 31, 2020

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2020 Total
REVENUES									
Government contracts	$ 4,518,118	$ 3,020,857	$ 1,759,258	$ 21,581	$ 797,710	$ 33,809	$ 10,151,333	$ 468,388	$ 10,619,721
Program service fee	832,454	-	66,804	985,951	3,496	707,147	2,595,852	9,964	2,605,816
Rental income	-	-	97,328	1,067,704	-	-	1,165,032	-	1,165,032
Developer fee income	-	-	-	1,508	-	-	1,508	-	1,508
Support	81,387	36,421	219,105	-	114,117	114,844	565,874	27,736	593,610
Sponsorship	-	6,809	-	-	-	19,737	26,546	-	26,546
Interest income	12	17	1,382	2,559	35	11	4,016	5,208	9,224
Forgiveness of debt	-	-	56,318	23,020	-	-	79,338	-	79,338
Miscellaneous	2,860	3,381	21,160	77,326	19,460	-	124,187	23,926	148,113
In-kind contributions	-	167,553	-	-	-	-	167,553	-	167,553
Total revenues	$ 5,434,831	$ 3,235,038	$ 2,221,355	$ 2,179,649	$ 934,818	$ 875,548	$ 14,881,239	$ 535,222	$ 15,416,461
EXPENSES									
Payroll	$ 467,456	$ 1,374,787	$ 335,905	$ 735,214	$ 435,177	$ 424,014	$ 3,772,553	$ 731,826	$ 4,504,379
Payroll taxes	36,287	107,590	25,566	56,083	35,147	32,738	293,411	55,964	349,375
Employee benefits	135,770	412,407	121,495	271,770	85,902	193,929	1,221,273	45,011	1,266,284
Retirement	29,265	71,941	19,791	58,108	21,016	13,973	214,094	64,115	278,209
Advertising	728	3,084	83	2,632	3,999	2,100	12,626	591	13,217
Bank Charges	4	-	17	4,117	-	54	4,192	7,456	11,648
Bad debt	-	45	195	-	-	-	240	4,000	4,240
Computer cost	-	28,124	5,538	8,120	15,541	-	57,323	166,243	223,566
Contractual	776,055	18,582	13,624	27,752	2,719	74,250	912,982	41,190	954,172
Depreciation	-	27,369	108,291	368,399	-	10,913	512,972	150,280	663,252
Dues/registration	-	977	-	495	468	-	1,940	9,720	11,660
Duplicating	-	7,480	-	-	-	-	7,480	5,684	13,164
Insurance	8,687	13,010	24,560	58,680	14,271	5,968	121,156	36,841	157,997
Interest	-	7,198	7,527	36,985	-	-	51,710	114,881	166,591
Meeting and conference	457	1,042	262	4,913	1,118	2,029	9,821	13,879	23,700
Miscellaneous expense	3,543	1,597	80	44,189	4,722	163	54,274	18,105	72,379
Miscellaneous taxes	-	-	-	61,942	-	-	61,942	200	62,142
Equipment purchases	24,948	1,646	-	6,426	-	-	33,020	30	33,050
Office expense	20,017	8,744	6,002	9,148	10,480	33	54,424	24,136	78,560
Postage	240	261	123	189	252	-	1,065	24,447	25,512
Professional	2,045	-	3,200	28,718	-	706	34,669	89,175	123,844
Staff development and training	-	2,135	648	1,208	415	3,088	7,494	2,787	10,281
Subscriptions	-	-	-	95	-	-	95	1,801	1,896
Telephone	2,283	1,968	17,624	17,959	3,179	1,166	44,179	41,601	85,780
Travel	6,792	18,310	12,602	7,545	30,585	15	73,849	3,031	76,880
Vehicle	3,902	5,121	5,574	30,678	36,849	9,696	91,820	8,202	100,022
Rent	-	25,570	-	-	-	-	25,570	-	25,570
Space costs	-	174,312	352,489	583,375	2,699	89	1,112,944	100,446	1,213,390
Direct client assistance	3,637,530	208,759	999,499	12,920	33,124	418	4,892,250	-	4,892,250
In-kind expenses	-	167,553	-	-	-	-	167,553	-	167,553
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	5,153,989	2,687,612	2,060,655	2,433,660	737,663	775,342	13,848,921	1,761,642	15,610,563
Allocation of management and general expenses	655,609	341,876	262,124	309,572	93,834	98,627	1,761,642	(1,761,642)	-
TOTAL FUNCTIONAL EXPENSES	$ 5,809,598	$ 3,029,488	$ 2,322,779	$ 2,743,232	$ 831,497	$ 873,969	$ 15,610,563	$ -	$ 15,610,563

See Independent Auditors' Report

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SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2021

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE	
U.S. Department of Agriculture					
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	10.557	State of NH, Department of Health & Human Services	010-090-52600000-102-500734		$ 325,849
Child and Adult Care Food Program	10.558	State of NH, Department of Education	Unknown		165,379
Food Distribution Cluster					
Commodity Supplemental Food Program	10.565	State of NH, Department of Health & Human Services	010-090-52600000-102-500734	$ 2,400	
Commodity Supplemental Food Program (Food Commodities)	10.565	Community Action Program Belknap-Merrimack Counties	Unknown	202,800	205,200
Total U.S. Department of Agriculture					$ 696,428
U.S. Department of Housing and Urban Development					
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	$ 142,269	
COVID-19 Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Homeless & Housing	05-95-42-423010-79270000	86,100	$ 228,369
Supportive Housing Program	14.235	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731		116,879
Shelter Plus Care	14.238	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731		309,035
Continuum of Care Program	14.267	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731		371,328
Total U.S. Department of Housing and Urban Development					$ 1,025,611
U.S. Department of Labor					
WIOA Cluster					
WIOA Adult Program	17.258	Southern NH Services	Unknown	$ 35,453	
WIOA Dislocated Worker Formula Grants	17.278	Southern NH Services	Unknown	11,255	$ 46,708
Total U.S. Department of Labor/WIOA Cluster					$ 46,708
U.S. Department of Transportation Federal Transit Administration (FTA)					
Formula Grants for Rural Areas	20.509	State of NH, Department of Transportation	04-96-96-964010-2916		$ 481,482
Transit Services Programs Cluster					
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of NH, Department of Transportation	04-96-96-964010-2916		50,512
Total U.S. Department of Transportation Federal Transit Administration (FTA)					$ 531,994
U.S. Department of Treasury					
Coronavirus Relief Fund	21.019	State of NH, DHHS, Division of Economic & Housing Stability	SS-2021-BHS-03-HOUSI-04	$ 2,210,738	
Coronavirus Relief Fund	21.019	New Hampshire Housing	Shelter Decompression	127,814	
Coronavirus Relief Fund	21.019	New Hampshire Housing	Shelter Decompression	51,625	
Coronavirus Relief Fund	21.019	Monadnock Developmental Services, Inc.	Long Term Care Stabilization Program	58,050	$ 2,448,227

See Notes to Schedule of Expenditures of Federal Awards

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SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2021

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER		FEDERAL EXPENDITURE
U.S. Department of Treasury (continued)					
Emergency Rental Assistance Program	21.023	New Hampshire Housing			$ 1,184,928
Total U.S. Department of Treasury					$ 3,633,155
U.S. Small Business Administration					
Disaster Assistance Loans	59.008	Direct Award	EIDL #1272708008		$ 150,000
Total U.S. Small Business Administration					$ 150,000
U.S. Department of Energy					
Weatherization Assistance for Low-Income Persons	81.042	State of NH, Office of Energy & Planning	01-02-024010-7706-074-500587		$ 257,105
Total U.S. Department of Energy					$ 257,105
U.S. Department of Health & Human Services					
Aging Cluster					
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	State of NH, Office of Energy & Planning	01-02-024010-7706-074-500587	$ 4,867	
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	State of NH, DHHS, Bureau of Elderly & Adult Services	05-95-48-481010-7872	37,929	$ 42,796
TANF Cluster					
Temporary Assistance for Needy Families	93.558	Southern NH Services	Unknown		138,773
Low Income Home Energy Assistance (Fuel Assistance)	93.568	State of NH, Office of Energy & Planning	01-02-02-024010-77050000-500587	4,163,409	
Low Income Home Energy Assistance (BWP)	93.568	State of NH, Office of Energy & Planning	01-02-02-024010-77050000-500587	158,764	
COVID-19 Low Income Home Energy Assistance	93.568	State of NH, DHHS, Administration for Children & Families, Office of Community Services	Grant #2001NHE5C3	40,746	4,362,919
Community Services Block Grant	93.569	State of NH, DHHS, Div. of Family Assistance	500731	367,841	
COVID-19 Community Services Block Grant	93.569	State of NH, DHHS, Division of Economic & Housing Stability	500731	234,886	602,727
Community Services Block Grant - Discretionary	93.570	State of NH, DHHS, Div. of Family Assistance			22,652

See Notes to Schedule of Expenditures of Federal Awards

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SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2021

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE	
U.S. Department of Health & Human Services (continued)					
Head Start Cluster					
Head Start	93.600	Direct Funding	01CH011494	$ 2,401,431	
COVID-19 Head Start	93.600	Direct Funding	01HE000388	131,202	$ 2,532,633
Total U.S. Department of Health & Human Services					$ 7,702,500
U.S. Department of Homeland Security					
Emergency Food and Shelter National Board Program	97.024	State of NH, DHHS, Office of Human Services	Unknown		$ 11,008
Total U.S. Department of Homeland Security					$ 11,008
TOTAL					$ 14,054,509

See Notes to Schedule of Expenditures of Federal Awards

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SOUTHWESTERN COMMUNITY SERVICES, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED MAY 31, 2021

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Southwestern Community Services, Inc. under programs of the federal government for the year ended May 31, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Southwestern Community Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COST RATE

Southwestern Community Services, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD DONATION

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

NOTE 5 SUBRECIPIENTS

Southwestern Community Services, Inc. had no subrecipients for the year ended May 31, 2021.

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Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

SOUTHWESTERN COMMUNITY SERVICES, INC.

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statement of financial position as of May 31, 2021, and the related consolidated statements of activities, functional expenses, and cash flows, for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated October 22, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Southwestern Community Services, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's consolidated financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southwestern Community Services, Inc.'s consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

October 22, 2021
Wolfeboro, New Hampshire

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SOUTHWESTERN COMMUNITY SERVICES, INC.

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

Report on Compliance for Each Major Federal Program
We have audited Southwestern Community Services, Inc.'s (a New Hampshire nonprofit corporation) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southwestern Community Services, Inc.'s major federal programs for the year ended May 31, 2021. Southwestern Community Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility
Management is responsible for compliance with the federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility
Our responsibility is to express an opinion on compliance for each of Southwestern Community Services, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southwestern Community Services, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Southwestern Community Services, Inc.'s compliance.

Opinion on Each Major Federal Program
In our opinion, Southwestern Community Services, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended May 31, 2021.

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Report on Internal Control Over Compliance

Management of Southwestern Community Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southwestern Community Services, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

October 22, 2021
Wolfeboro, New Hampshire

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SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED MAY 31, 2021

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the consolidated financial statements of Southwestern Community Services, Inc. and related companies were prepared in accordance with GAAP.

2. No significant deficiencies disclosed during the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.

3. No instances of noncompliance material to the consolidated financial statements of Southwestern Community Services, Inc. and related companies, which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.

5. The auditors' report on compliance for the major federal award programs for Southwestern Community Services, Inc. expresses an unmodified opinion on all major federal programs.

6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).

7. The programs tested as major programs were: U.S. Department of Health and Human Services; Low-Income Home Energy Assistance, 93.568, Community Services Block Grant, 93.569, and Head Start, 93.600; and U.S. Department of Treasury; Coronavirus Relief Fund, 21.019, and Emergency Rental Assistance Program, 21.023;

8. The threshold for distinguishing Type A and B programs was $750,000.

9. Southwestern Community Services, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

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SOUTHWESTERN COMMUNITY SERVICES, INC.

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED MAY 31, 2021

There were no findings or questioned costs that were required to be reported in the Schedule of Findings and Questioned Costs for the year ended May 31, 2020.

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Southwestern Community Services, Inc.
Board of Directors - 2022 Composition

	CHESHIRE COUNTY	SULLIVAN COUNTY
CONSTITUENT SECTOR	**Ron Nason** SCS Tenant	**Mary Lou Huffling** Fall Mountain Emergency Food Shelf Alstead Friendly Meals
	Brianna Trombi Had Start Policy Council Parent Representative	**Anne Beattie** Newport Service Organization
PRIVATE SECTOR	**Kevin Watterson, *Chair*** Clarke Companies *(retired)*	**David Edkins** Town of Walpole
	Dominic Perkins Savings Bank of Walpole	**Kerry Belknap Morris, M.Ed.** Early Childhood Education River Valley Community College
PUBLIC SECTOR	**Jay Kahn** State Senator, District 10	**Derek Ferland** Sullivan County Manager
	Open	Open

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KAYLA CHRISTENSON

January 2021

EXPERIENCE

OCTOBER 2018 – PRESENT
SUPPORTIVE HOUSING PROGRAM COORDINATOR, SOUTHWESTERN COMMUNTIY SERVICES

- Working in collaboration with SHP Case Managers to ensure individuals maintain their housing
- Processing applications, intakes and exits for all supportive housing programs
- Fostering and establishing relationships with both community partners and local landlords
- Forecasting program budgets to meet the needs of both our programs and clients
- Working directly with Program Director and BHS staff to ensure program compliance
- Completing recertifications for all of the supportive housing program residents
- Collaborating with all Housing Stabilization staff to best meet the needs of the clients

SUPPORTIVE HOUSING CASE MANAGER, SOUTHWESTERN COMMUNITY SERVICES

- Case management of clients throughout supportive housing programs
- Processing applications, intakes and exits for all supportive housing programs
- Fostering and establishing relationships with both community partners and local landlords
- Completing recertifications for all of the supportive housing program residents
- Collaborating with all Housing Stabilization staff to best meet the needs of the clients

JULY 2018 – SEPTEMBER 2018
CARE COORDINATOR I, HEALTH CARE REHABILITATION SERVICES

- Facilitated Family Time visits with children in DCF custody and their biological parents, using the Family Time model
- Provided coaching to parents in order to help them increase their parenting skills and to increase parental attunement
- Working daily with at risk youth and their families
- Established a working relationship with Vermont DCF social workers as well as multiple community partners to ensure goals established for parents were being met as well as coordinating for Family Time visits
- Daily documentation of Family Time visits, noting where coaching was needed/used as well as an overall report of each visit as well as any

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communications between myself, social workers, foster parents and biological parents.

2014 – 2018
PRODUCTION REP I, C&S WHOLESALE GROCERS

- Analyzed departmental documents for appropriate distribution and filing.
- Responsible for accurately entering key field information for 5,000+ documents per day.
- Assist in training new hires and helping them reach their daily quotas.
- Record and sort incoming mail from warehouses all over the country.
- Respond to document requests regarding location of specific PO numbers in a timely fashion.
- Daily use of Microsoft Office as well as Kofax.

EDUCATION

BACHELOR OF ARTS PSYCHOLOGY, SOUTHERN NEW HAMPSHIRE UNIVERSITY
Graduation date January 2020

- GPA 3.78/4.0
- Concentration in Child and Adolescent Development
- National Society of Leadership and Success (Sigma Alpha Pi) 2018

H.S DIPLOMA, WORCESTER VOCATIONAL TECHNICAL HIGH SCHOOL
Graduated with honors. 2007.

SKILLS

- Skilled problem solver
- MS Windows proficient
- Exceptional communication skills
- Self-motivated
- Conflict resolution

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Morgan Britton

Authorized to work in the US for any employer

Work Experience

Street Outreach Worker
Southwestern Community Services - Keene, NH
November 2020 to Present

Case management
Go to where the people are being supplied and available resources
Assist with shelter responsibilities

Overnight Stocker
Hannaford - Keene, NH
August 2017 to November 2020

Stock shelves, check for expired food. Run pallet jacks. Help customers find products.

Kennel Technician
Marlborough veterinary clinic - Marlborough, NH
March 2017 to August 2017

Kennel Assistant
Fast Friends - Keene, NH
October 2016 to March 2017

My daily routine involved cleaning kennels, feeding dogs, and working in the doggy daycare. I also helped care for the rescued Greyhounds.

Head Cook/ Assistant manager
Fazoli's - Glenwood Springs, CO
April 2014 to September 2016

My main position was head line cook. I would prep food, clean and make dishes. After 3 months I was promoted to Assistant Manger.
As manager, I would help my team wherever I was needed in the restaurant. I did major inventory and cash drops.

Stockman
Walmart - Keene, NH
November 2012 to October 2013

Responsibilities

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My Responsibilities working at walmart included helping customers with carry-outs, maintaining a clean work environment for customers and co-workers. I also had to keep the cart corral full at all times, help stock shelves and keeping up the appearance of the store inside and out.

Flagger/Laborer
Liberty traffic control - Keene, NH
February 2012 to November 2012

Responsibilities
Each day my partner and I would set up the proper signs, and direct traffic.

Education

GED in General
Keene community Ed - Keene, NH
2012 to 2013

Skills

- Food Preparation
- Cash Handling
- Retail Sales

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Sherry Hallock

Emergency Housing Coordinator – Southwestern Community Services

Hi, my name is Sherry, I have been in the human service field for many years, working in private duty as well as working for a few good companies. My field of Specialty is teaching and supporting people with mental health challenges to build skills needed to communicate effectively as well problem solving. effectively. working on skills that promote independent living.

Work Experience

Emergency Housing Coordinator

Southwestern Community Services - Claremont, NH
August 2019 to Present.

I manage the Claremont homeless shelters, making sure that all supplies are ordered and stocked in all units, as well as working to keep shelter running safely and efficiently by following all health and safety codes. I work with all residents encouraging all rules and regulation to be followed as well as cleanliness.

Daily walk throughs in all shelters looking for health and safety risks., meeting with contractors as needed and following all bed bug protocols while using bed bug prevention & cleanings.

My other duties include, but not limited to case management with residents focused on meeting their goal plans by working toward securing housing, employment, filing for SSI & SSDI, doing follow ups and walking clients through the process while assessing individual barriers and focusing on independent living skills, Conflict resolution, building teamwork, while modeling anxiety and anger management to promote success.

I work with community partners doing referrals meetings while focusing on wrap around services with the emphasis on meeting our client's needs.

I continue to do training hours monthly and work closely within our team to bridge the gap with our outreach clients & calls as well as outreach referrals while completing all necessary paperwork for the shelter which include but not limited to, case management, intake/exit logs, bed logs, HMIS, files and Town applications for sponsorship.

Team meetings within the Housing stabilization program strengthen our teams' efforts to have continued communication while following our tree line of information that continues to change with state regulations and challenge our ability to be flexible while always relying on our team members, to meet mission for success.

Respite Care Provider/Therapeutic Goal work

Self Employed - Croydon, NH
August 2014 to Present.

Respite provider for client with Autism and behavior out bursts
Emphasis on building coping skills as well as conflict resolution. Working with client by using picture books that we made together on emotions and reactions. modeling appropriate behaviors and supporting client with anxiety management as well as mindful relaxation techniques. working with client on except-able social behaviors and eating healthy.
Skills used.
positive reinforcement techniques, CBT restructuring, Redirection techniques, role modeling, therapeutic relationship building

Residential Specialist/Case Manager - West Central Behavioral Health

West Central Behavioral Health - Newport, NH
August 2016 to September 2019

My duties include but not limited to writing daily Clinical notes, psychotherapy notes as well as substance abuse, phq9, and at-risk assessments
I assess and support clients with ADLS, Interpersonal functioning, social skill building, conflict resolution as well as medication management for symptom control.
My position requires Assessing and handling medical emergencies in a calm professional manner to support client's needs while also Co-ordinating medical supports by taking clients to doctor appointments while working with the medical team to provide my clients with personalized care.

My duties also include client case management, as a Day Program Specialist on the clinician team, I created and implemented activities with emphasis on teaching specialized skills to help client process repetitive

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information as a way of CBT&DBT restructuring.
I attended team meetings, as well as working within a team to provide excellent individualized care. Familiar with Mind link and echo as well as Microsoft office/Word. Administrative Duties include Customer service, coordinating appointments, filling med orders while keeping records up to date. Experienced with all office equipment including fax, copier, computer and phone. My phone manner and customer service manner are strong and accommodating.
Accomplishments
Gained the trust and respect of management proving to be a reliable part of their team implementing ideas as well taking on more responsibilities.
I have received waivers from the state of New Hampshire for associates degree as well as Case Manager and Day Program Specialist working on our clinician's team specializing in therapeutic treatment.
I co-coordinate Day program services as well as teach groups of ten or more residents, emphasizing on life skills needed to assist in their goals as well as daily living. I specialize in coping skill, social skill and conflict resolution, building skills, teaching with games, handouts, discussions and activities as well as role play. My duties as case manager vary depending on house managers needs but I am familiar with assessments as well as client care coordination.

Direct Service Provider
Independent Service Network - Claremont, NH
May 2014 to November 2016
Responsibilities
I help create an activity schedule then implement it on daily basis. Work on individuals' goals, Assist and monitor clients at jobs or volunteer work as needed. Assist with positive behavior supports by role Modeling and redirection. I work one on one as well as with groups intergrading within the community. Teaching and modeling social skills as well as coping skills and conflict resolution.
Daily notes to track progress and areas of needed supports. ABC sheets and incident reports tracking.
I attend quarterly meetings.
Reviewing individualized goals and program planning while giving assessments and recommendations to the team.
Accomplishments
I have gained the trust of consumers' guardians, parents, and management with positive results.
I have developed and taught a social skills class to a group of 12 clients working on basic independent. Living skills including hygiene, personal safety, conflict resolution, problem solving, coping skills and More. Teachings with art, handouts puzzles and team games where clients have shown some success.
I have also implemented a cooking class, sign language class and music/yoga with much success.
Skills Used
Positive behavior management techniques, positive reinforcement techniques, patience, awareness of Triggers, team building, role modeling, good organization and planning with a professional attitude at All times. Communication skills with case managers, team and providers. Certificates in training.

Respite Provider/ therapeutic goal work
Self Employed - Weathersfield Bow, VT
May 2014 to August 2016
Emphasis on teaching /developing social and coping skills as well as personal boundaries, supporting client with identifying symptoms and skills needed to become independent while practicing good safety boundaries.
supported client with ADLs, emphasizing on cooking, laundry, hygiene and community integration as well as interpersonal skill building.
Accomplishments
I have gained the trust of clients and provider, Making progress on safety plan as well as social boundaries and coping skills
Skills Used
Communication, patience, redirection, supervision, motivational goal work on ADLs and interpersonal, Functioning. Emphasis on safety skill building, personal boundaries and effective communication within the community

Respite Care Provider/ in home care coordinator
Self Employed - Weathersfield Bow, VT
March 2015 to January 2016
Responsibilities

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In home respite care, supporting client with personal and medical needs for rehabilitation. Meal preparation, and daily medications. Keep all paperwork up to date communicate with her and Provider for her needs. Practice safety and supervision.

Accomplishments

I have gained the trust of client and provider all documentation up to date with all ADLs and medical. Needs are met.

Skills Used

Positive redirection and prompting as well as supervision, supports with All ADLs, Medications and Personal needs. I assisted with doctor appointments and rehabilitation goals emphasis on moving back into independent living.

Therapeutic Foster Parent

Caseys' Family Services

October 2011 to October 2014

Responsibilities

Teaching and modeling safe personal boundaries and personal space while in community and around people to help client prevent being Victimized.

Strong supervision at all times. Work closely with school team, DCF and doctors to develop and implement all safety procedures and academic needs, needed to assist in everyday life. Receiving DBT and CBT training for myself as a way to better support client with therapeutic treatment , with exercises and activities to help with mindfulness, interpersonal effectiveness, emotional Regulation and distress tolerance.

Accomplishments

I was able to gain trust of my team while teaching effective safety skill building, interpersonal Functioning, trust and social skills. My client went from 3rd grade level at school to 10th grade. I helped Her fine her voice and build confidence while learning safety and boundaries as well independent living Skills

Skills Used

Strong supervision, constant consistency, patience, caring attitude, understanding, strong Boundaries, positive reinforcement and positive behavior management, advocating for needs, team Building, Family supports, training's around trauma and brain development, safety building, social skill Building as well as interpersonal effectiveness, organization and communication

SLP

HCRS - Springfield, VT

April 2013 to April 2014

Shared Living Provider in residential home for one to two clients 3 days weekly.

I supported clients with ADLs as well as interpersonal functioning. Emphasis on independent living skills ,social boundaries, anxiety/anger management as well as coping skills.Modeling appropriate behavior for better results and as a way of helping clients process malformation to build on skills. consistency in skill building while holding client accountable for behaviors with natural consequences I was able to accomplish gaining the trust and respect of my client as well as help him build the skills needed to move into a more home providing situation.

Education

Bachelor's in human services

NH State waver - Concord, NH

August 2016 to April 2018

Skills

Case manager (5 years), Microsoft Excel (2 years), Mental Health (8 years), Documentation (8 years), Microsoft Office (2 years), Management (6 years), Organizational Skills (7 years), Receptionist (5 years), problem solving, Therapy, Case Management

Additional Information

I am familiar in many avenues of human services and mental health,working in this field for many years. My case management skills are excellent, always working with clients,families and agencies to provide the best individualized care. I am creative with strong interpersonal skills as well as excellent boundaries. I have recieved three Newhampshire State Waivers from the Division of Behavior /Mental health waving my associates Degree, and batchelers degree in order to work as Case manager as well as a theraputic clinician.because of my continued work and experience.

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Jim Doherty

Objective

To utilize my interpersonal skills, strong knowledge of and experience with addiction and its consequences to help others.

Experience

March 2021 – Present
Emergency Shelter Case Manager | Southwestern Community Services | 45 Central Street Claremont NH 03743

Individual housing crisis case management, second shift shelter management, homeless outreach.

March 2017 –March 2021
Counselor/Case Manager | Headrest | 14 Church Street Lebanon NH 03766

Individual and group SUD counseling and case management, second shift facility management.

December 2011 – March 2017
Carpenter/Contractor | Jim Doherty | 84 Cold Pond Road Unity NH 03766

Managed residential remodeling and renovation projects including supervision of up to 5 employees and subcontractors.

Certifications

- Certified Recovery Support Worker in NH
- CPR

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Southwestern Community Services, Inc.

Key Personnel – Emergency Solutions Grant

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kayla Christenson	Supportive Housing Program Coordinator	$37,440.00	25%	$9,360
Morgan Britton	ESG Outreach	$34,320	100%	$34,320
Sherry Hallock	Emergency Housing Coordinator	$34,320	100%	$34,320
Jim Doherty	Emergency Shelter Case Manager	$34,320	100%	$34,320
Vacant	Emergency Housing Coordinator	$33,280	100%	$33,280

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Lori A. Shibinette
Commissioner

Karen E. Hebert
Director

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

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

June 13, 2022

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 contracts with the Contractors listed below in an amount not to exceed $7,880,593 to provide services to increase the wellbeing and health of New Hampshire citizens by preventing and reducing homelessness and increasing successful placements to permanent housing, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through January 1, 2026. 27% Federal Funds. 73% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Action Program of Belknap and Merrimack County, Inc.	177203	Belknap and Merrimack Counties	$1,506,289
Community Action Partnership of Strafford County	177200	Strafford County	$1,506,289
Easter Seals New Hampshire, Inc.	177204	Statewide	$1,506,289
The Front Door Agency, Inc.	156244	Greater Nashua	$1,506,289
Southwestern Community Services, Inc.	177511	Cheshire and Sullivan Counties	$1,506,289
The Mental Health Center of Greater Manchester, Inc.	177184	Merrimack, Hillsboro and Rockingham Counties	$349,148
		Total:	**$7,880,593**

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Years 2024 through 2026, upon the availability and continued appropriation of funds in the future operating budget, 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.

See attached fiscal details.

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EXPLANATION

The purpose of this request is to increase the wellbeing and health of New Hampshire citizens by preventing and reducing homelessness and increasing successful placements to permanent housing by providing Street Outreach, Rapid Re-Housing, Homelessness Prevention, and Housing Stabilization services throughout the State.

Street Outreach, Rapid Rehousing and Homelessness Prevention Services are funded by the Emergency Solutions Grant (ESG). ESG is a United States Department of Housing and Urban Development (HUD) formula grant program. Eligible recipients are states, metropolitan cities, urban counties and territories that apply through the Consolidated Planning process. As the HUD State Recipient for ESG, the Department must sub-grant all ESG funds to units of local government, private, and/or nonprofit organizations. The Contractors will provide services that include:

- Engaging individuals and families experiencing homelessness;
- Rapidly re-housing individuals and families experiencing homelessness; and
- Preventing families and individuals from becoming homeless.

The Contractors will provide services that include eviction and homelessness prevention for low income families and individuals.

Approximately 2200 individuals will be served annually. The population to be served includes individuals and families who are homeless in accordance with the HUD definition, meaning they lack a fixed, regular, and adequate nighttime residence. This includes places not meant for human habitation, and publicly or privately operated shelters. The population to be served also includes individuals and families at risk of homelessness.

Street Outreach will provide essential services to individuals and families experiencing unsheltered homelessness by connecting them with emergency shelter, housing, employment or critical services, and providing them with urgent, non-facility-based services.

Rapid Rehousing (RRH) will provide housing stability case management and financial assistance to individuals or families who are homeless in accordance with the HUD definition, as described above. This includes places not meant for human habitation, and publicly or privately operated shelters. The goal of RRH is to help households move as quickly as possible into permanent housing, and achieve stability in that housing.

Homelessness Prevention will provide case management and financial assistance to prevent extremely low-income households from becoming homeless. Component services and assistance generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, utility deposits and payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair.

Housing Stabilization will provide case management and financial assistance to prevent low-income households from eviction to remain housed and not becoming homeless. Component services and assistance consist of rental or utilities arrears, storage unit fees, other fees that directly impact housing stability, such as vehicle repairs to maintain employment.

The Contractors will also determine individuals' eligibility for services, in accordance with the eligibility requirements of Emergency Solutions Grant (ESG), including verifying housing status.

The Department will monitor performance of the Contractors by tracking the following outcomes measures for each service category:

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Street Outreach:

- Ninety-five percent (95%) of unsheltered persons enrolled into the Street Outreach project will be provided permanent housing referrals.
- Ninety-five percent (95%) of unsheltered persons enrolled into the Street Outreach project will be provided referrals to ongoing community resources.
- Ten percent (10%) of persons served will move to permanent housing destinations as a result of street outreach services.

Rapid Rehousing

- At least eighty percent (80%) of households served by the program will move into permanent housing in an average of 90 days or less.
- At least eighty percent (80%) of households that exit the rapid re-housing program will exit into permanent housing.
- At least eighty percent (80%) of households that exit a rapid re- housing program to permanent housing will not become homeless again within a year.

Homelessness Prevention and Housing Stabilization

- At least eighty percent (80%) of households served by the program will resolve imminent housing crisis within an average of ninety (90) days or less.
- At least eighty-five percent (85%) of households that exit a Homeless Prevention or Housing Stabilization project will exit into Permanent housing.
- At least eighty percent (80%) of households that exit a Homeless Prevention or Housing Stabilization project into permanent housing will not enter into homelessness within a year.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from November 30, 2021 through December 28, 2021. The Department received six (6) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Provisions Section 3.3 of the attached agreements, the parties have the option to extend the agreements for up to four (4) 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, individuals and families at risk of or currently homeless will not have the housing assistance needed to prevent or end their housing instability and to maintain stable housing in the community.

Source of Federal Funds: Assistance Listing Number Federal Domestic Assistance (CFDA) #14.231, U.S. Department of Health and Human Services, FAIN #E-21-DC-33-0001

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

100% Federal Funds, 0% General Funds, 0% Other Funds (Name of Source)

Community Action Program, BelknapMerrimack Counties Inc — Vendor # 177203

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

Community Action Partnership of Strafford County — Vendor #177200

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

Easter Seals New Hampshire — Vendor #177204

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

The Front Door Agency Inc — Vendor #156244

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

Southwestern Community Services, Inc — Vendor #177511

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

The Mental Health Center of Greater Manchester Inc — Vendor #177184

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	074-500589	Contracts for Program Services	TBD	$43,644
2023	074-500589	Contracts for Program Services	TBD	$87,287
2024	074-500589	Contracts for Program Services	TBD	$87,287
2025	074-500589	Contracts for Program Services	TBD	$87,287
2026	074-500589	Contracts for Program Services	TBD	$43,643
		Sub Total		$349,148

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

0% Federal Funds, 100% General Funds, 0% Other Funds (Name of Source)

Community Action Program, BelknapMerrimack Counties Inc — Vendor # 177203

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

Community Action Partnership of Strafford County — Vendor #177200

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

Easter Seals New Hampshire — Vendor #177204

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

The Front Door Agency Inc — Vendor #156244

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

Southwestern Community Services, Inc — Vendor #177511

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2022	102/500731	Contracts for Program Services	42307035	$300,000
2023	102/500731	Contracts for Program Services	42307035	$214,285
2024	102/500731	Contracts for Program Services	42307035	$214,285
2025	102/500731	Contracts for Program Services	42307035	$214,285
2026	102/500731	Contracts for Program Services	42307035	$214,286
		Sub Total		$1,157,141

Overall Total	$7,880,593

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2022-DEHS-01-EMERG

Project Title Emergency Solutions Grant

	Maximum Points Available	Community Action Partnership of Strafford County	Community Action Program, Belknap Merrimack Counties Inc	Easter Seals	Front Door Agency Inc	Southwestern Community Services	The Mental Health Center of Greater Manchester
Technical							
Ability (Q1)	30	26	9	30	30	25	25
Experience (Q2-4)	40	34	15	40	38	36	35
Capacity (5-6)	30	26	15	28	27	25	25
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
TOTAL POINTS	100	86	39	98	95	86	85

	Reviewer Name	Title
1	Mandy Regan	Program Planning and Review Specialist
2	Michael Bradley	Administrator III
3	Jamie Kelly	Program Planning and Review Specialist
4	Betsy O'Connor	Program Specialist III
5	Robert O'Hannon	Program Specialist IV

FORM NUMBER P-37 (version 12/11/2019)

Subject: Emegency Solutions Grant (RFA-2022-DEHS-01-EMERG-05)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southwestern Community Services, Inc.		1.4 Contractor Address 63 Community Way Keene, NH, 03431	
1.5 Contractor Phone Number (603) 542-3140	1.6 Account Number 05-95-42-423010-79270000	1.7 Completion Date January 1, 2026	1.8 Price Limitation $ 1,506,289
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Beth Daniels Date: 6/1/2022		1.12 Name and Title of Contractor Signatory Beth Daniels Chief Executive Officer	
1.13 State Agency Signature DocuSigned by: Karen Hebert Date: 6/3/2022		1.14 Name and Title of State Agency Signatory Karen Hebert Division Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino		On: 6/4/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials BD
Date 6/1/2022

2. **SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. **EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. **CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. **COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. **PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Date 6/1/2022

New Hampshire Department of Health and Human Services
Emergency Solutions Grant

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

      3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

      12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Emergency Solutions Grant

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide services in this agreement to New Hampshire citizens by preventing and reducing homelessness, and increasing successful placements to permanent housing.

1.2. The Contractor shall ensure services are available in Cheshire and Sullivan County.

1.3. For the purposes of this agreement, all references to days shall mean calendar days.

1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 a.m. to 4:00 p.m., excluding state and federal holidays.

1.5. HUD Definition of Literally Homeless:

1.5.1. Has a primary nighttime residence that is a public or private place not meant for human habitation; or

1.5.2. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

1.5.3. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

1.6. Scope of Services Applicable to All Services

1.6.1. The Contractor shall determine eligibility for services, in accordance with the eligibility requirements of Emergency Solutions Grant (ESG), for individuals, including but not limited to:

1.6.1.1. Verifying housing status, including, but not limited to:

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1.6.1.1.1. Verification of literal homelessness as defined in Section 1.2.4., and Exhibit B-1, Homeless Definition, Recordkeeping Requirements and Criteria.

1.6.1.1.2. At risk or imminent risk of homelessness.

1.6.2. The Contractor shall ensure documentation is in accordance with HUD's preferred method of verification as noted in 24 CFR 576.500 Recordkeeping and reporting requirements.

1.6.3. The Contractor shall ensure documentation that the household does not have sufficient resources or support networks, including, but not limited to, family, friends, faith-based or other social networks, immediately available to prevent them from becoming or remaining literally homeless as indicated in Exhibit B-2, Homeless Definition, Recordkeeping Requirements and Criteria.

1.6.4. The Contractor shall determine individual and family income eligibility for Rapid Rehousing and Homelessness Prevention services in accordance with U.S. Housing and Urban Development (HUD) regulations for ESG, as specified in 24 CFR 576.

1.6.5. The Contractor shall ensure eligible annual income of the participant includes, but is not limited to:

1.6.5.1. All earned and unearned income from all sources that go to any family member.

1.6.5.2. Annualized current income to determine projected annual income.

1.6.6. The Contractor shall document activities for households who engage in or apply for Street Outreach, Rapid Re-Housing, and/or Homelessness Prevention services according to HUD guidelines, which includes but is not limited to collecting information and documenting:

1.6.6.1. Immediate risks and/or crisis to individuals and families applying for assistance to determine if steps needed to avert physical or psychological danger or threat of immediate housing loss.

1.6.6.2. Basic demographic and contact information, including but not limited to name, age, dependents, other family, current location, contact phone numbers and addresses.

1.6.6.3. Barriers identified by participants that affect housing, which may include, but are not limited to, past due rent, landlord issues, credit history, criminal background, lack of employment, and lack of income.

1.6.6.4. Solutions as defined by participant wants or requests in relation to availability.

1.6.6.5. Additional risks and vulnerabilities for prioritizing purposes, which include, but are not limited to, severe rent burdens, domestic violence, prior incarceration or institutionalization, health or mental health issues, substance abuse, and other specific housing retention barriers.

1.6.7. The Contractor shall ensure sufficient licensed staff to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS).

1.6.8. The Contractor shall ensure staff providing services are trained in and follow NH HMIS policy.

1.6.9. The Contractor shall draft written policies and procedures, subject to BHS approval, for administering the program in compliance with ESG requirements. This includes, but is not limited to:

1.6.9.1. Standard policies and procedures for: coordinated entry referral process, evaluating and re-evaluating program eligibility;

1.6.9.2. Determining and prioritizing provision of assistance;

1.6.9.3. Determining the amount of on-going rental assistance a program participant may receive; administering rental assistance;

1.6.9.4. Adhering to Fair Market Rent when applicable, rent reasonableness, lead-based paint, and lease requirements;

1.6.9.5. Conducting habitability or housing quality standards inspections;

1.6.9.6. Terminating program assistance; and

1.6.9.7. The type, amount and duration of housing stabilization and other services each participant may receive, such as a maximum amount of assistance, maximum number of months a participant receives assistance, or maximum number of times the program participant may receive assistance.

1.6.9.8. Above Sections 1.6.9.2. through 1.6.9.7 are not applicable to Street Outreach.

1.6.10. The Contractor shall participate in annual on-site reviews of the Contractor operations conducted by the Department to ensure compliance with the contractual objectives.

1.6.11. The Department shall annually perform file reviews of the Contractor operations to ensure compliance with applicable federal and state laws.

1.6.12. The Department shall provide training for Contractor staff as needed.

1.6.13. The Contractor shall actively and regularly collaborate with the Department to enhance contract management and improve results.

1.6.14. The Contractor submit documentation of any ongoing or pending lawsuits filed against the Contractor or any investigations or inspections of the Contractor by any state or federal regulatory agency within the last two (2) years. The Contractor shall:

1.6.14.1. Summarize the nature and background of the lawsuit/investigation.

1.6.14.2. Provide a copy of the lawsuit and/or investigation.

1.6.14.3. Provide a copy of the resulting outcome, including whether the matter was settled informally or formally

1.6.14.4. Provide a copy of any appeals.

1.6.14.5. Provide a copy of any appeal outcomes.

1.6.14.6. Submit quarterly progress reports on any ongoing or pending lawsuits filed against the Contractor to dhhs-grants@dhhs.nh.gov.

1.6.15. Street Outreach Program

1.6.15.1. The Contractor shall conduct street outreach activities, in accordance with 24 CFR Part 576.101 in order to meet the needs of literally homeless individuals by connecting them with emergency shelter, housing, and/or critical health services.

1.6.15.2. The Contractor shall provide essential services to eligible individuals, which include but are not limited to:

1.6.15.2.1. Client engagement.

1.6.15.2.2. Providing funding to support costs of activities to locate, identify, and build relationships with unsheltered people experiencing homelessness and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to people experiencing homelessness and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs.

1.6.15.3. Case Management: The Contractor shall provide case management services to assess housing service needs, and

arrange, coordinate and monitor the delivery of individualized services to meet the needs of the program participant.

1.6.15.3.1. Eligible services and activities are as follows: using the centralized or coordinated assessment system as required under § 576.400(d); conducting the initial evaluation required under § 576.401(a), including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.

1.6.15.4. Emergency Health Services: The Contractor shall provide direct or referrals for outpatient treatment of medical conditions and must ensure services are provided by licensed medical professionals operating in community- based settings, including but not limited to:

1.6.15.4.1. Streets.

1.6.15.4.2. Parks.

1.6.15.4.3. Other places where unsheltered people experiencing homelessness are living.

1.6.15.5. The Contractor shall provide or refer for treatment including but not limited to:

1.6.15.5.1. Assessing a program participant's health problems and developing a treatment plan.

1.6.15.5.2. Assisting program participants to understand their health needs.

1.6.15.5.3. Providing directly or assisting program participants to obtain appropriate emergency medical treatment; and

1.6.15.5.4. Providing medication and follow- up services.

1.6.15.6. The Contractor shall ensure funding is used only for these services to the extent that other appropriate health services are inaccessible or unavailable within the area.

1.6.15.7. Emergency Mental Health Services: The Contractor shall provide direct or referrals for therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances.

1.6.15.8. The Contractor shall provide direct or referrals for outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living.

1.6.15.9. The Contractor shall provide or refer for crisis interventions, the prescription of psychotropic medications, explanation about the use and management of medications, and combinations of therapeutic approaches to address multiple problems.

1.6.15.10. Transportation: The Contractor shall provide transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible. These costs include the following:

1.6.15.10.1. The cost of a program participant's travel on public transportation;

x 1.6.15.10.2. If service workers use their own vehicles, mileage allowance for service workers to visit program participants;

x 1.6.15.10.3. The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

x 1.6.15.11. Coordination of Efforts: To demonstrate area-wide systems coordination and integration of ESG assistance as described in the requirements listed at 24 CFR 576.400, the Contractor shall:

1.6.15.11.1. Participate in their region's Coordinated Entry System's intake, screening, and assessment process;

1.6.15.11.2. Ensure a direct connection with the local/regional Coordinated Entry Leadership Group within their respective region/locality;

1.6.15.11.3. Work together with the Coordinated Entry Leadership Group to determine gaps in existing street outreach teams within the CES region;

1.6.15.11.4. Ensure a direct connection with existing Street Outreach Programs to promote coordination and avoid duplication of efforts; and

1.6.15.11.5. Attend regional Continuum of Care meetings and coordinate with Local Service Delivery Area groups.

1.6.16. Rapid Re-Housing Program

1.6.16.1. The Contractor shall conduct Rapid Re-Housing activities, which provides housing placement and stabilization services as necessary to assist the literally homeless in shelters or in places not meant for human habitation to move as quickly as possible out of homelessness and in to permanent housing. The Contractor shall provide program participants with time- limited housing supports and strategies with the ultimate goal of housing stability in accordance with 24 CFR Part 576.104 in order to move individuals experiencing homelessness to permanent housing.

1.6.16.2. Eligibility: The Contractor shall reassess income eligibility for individuals and families every twelve (12) months.

1.6.16.3. Rental Assistance: The Contractor shall provide short-and/or medium-term rental assistance services, which include but are not limited:

1.6.16.3.1. Short-term rental assistance.

1.6.16.3.2. Medium-term rental assistance.

1.6.16.3.3. Assistance with rental arrearages.

1.6.16.4. Tenant-Based Rental Assistance (TBRA): The Contractor shall provide TBRA, which includes but is not limited to:

1.6.16.4.1. Rental assistance for no more than a twenty- four (24) month period over a thirty-six (36) month period. The Contractor shall:

1.6.16.4.1.1. Enter into a rental assistance agreement with the owner or landlord on behalf of the program participant, ensuring that the Contractor shall receive a copy of all general notices,

complaints, and notices of eviction from the landlord or owner.

1.6.16.4.1.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.

1.6.16.4.1.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.

1.6.16.4.1.4. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.

1.6.16.4.1.5. Ensure that rental assistance does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR Part 888.

1.6.16.4.1.6. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.

1.6.16.5. Housing Relocation and Stabilization Services: The Contractor shall provide housing relocation and stabilization services, in accordance with 24 CFR Part 576.104. The Contractor shall:

1.6.16.5.1. Provide financial assistance that may include, but is not limited to:

1.6.16.5.1.1. Rental application fees. Security deposits.

1.6.16.5.1.2. Last month's rent.

1.6.16.5.1.3. Utility deposits.

1.6.16.5.1.4. Utility payments.

1.6.16.5.1.5. Moving costs.

1.6.16.5.2. Provide services, or pay for costs of services provided. Eligible services costs must comply with all HUD regulations in 24 CFR 576.105, which include, but are not limited to:

1.6.16.5.2.1. Housing search and placement services.

1.6.16.5.2.2. Housing stability case management.

1.6.16.5.2.3. Mediation services.

1.6.16.5.2.4. Legal services.

1.6.16.5.2.5. Credit repair services.

1.6.16.6. The Contractor shall provide on-going housing stability case management for six (6) months after rental assistance has ended.

1.6.16.7. The Contractor shall ensure clients have access to educational activities that will assist clients with obtaining housing that they will be able to sustain once the financial assistance ends, including but not limited to budgeting education; job search and interview skills training; and resume writing training.

1.6.16.8. The Contractor shall refer eligible individuals to community based services that will assist with addressing barriers to housing, as appropriate, using the local coordinated entry system.

1.6.16.9. The Contractor shall develop and submit an action plan to the Department for achieving housing stability, including assessment of housing for compliance with 24 CFR 576.105 housing relocation and stabilization services.

1.6.16.10. The Contractor shall conduct an inspection for each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards.

1.6.16.11. The Contractor shall ensure:

1.6.16.11.1. Occupied housing meets State and local housing requirements including, but not limited to, compliance with:

1.6.16.11.2. All applicable state and local housing codes. Licensing requirements.

1.6.16.11.3. All requirements regarding the condition of the structure.

1.6.16.11.4. All requirements regarding the operation of housing or services.

1.6.16.12. The Contractor shall ensure occupied housing meets the Lead-Based Paint Poisoning Prevention and Disclosure Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851- 4856), and implementing regulations in CFR part 35, subparts A, B, K, M, and R.

1.6.17. Homelessness Prevention Program

1.6.17.1. The Contractor shall conduct Homelessness Prevention activities that include providing housing relocation and stabilization services, and financial assistance as necessary in accordance with 24 CFR Part 576.103, in order to prevent individuals and families from moving into an emergency shelter or living in a public or private place not meant for humans.

1.6.17.2. The Contractor shall provide program participants at risk, or at imminent risk of homelessness with time-limited housing supports and strategies with the ultimate goal of housing stability.in accordance with 24 CFR Part 576.104.

1.6.17.3. Eligibility

1.6.17.3.1. *Screening and Targeting Tool:* The Contractor shall document eligibility using a standardized homelessness prevention screening form, provided by BHS. The purpose of the screening tool is to target ESG Homelessness Prevention resources to those who are most at-risk of becoming homeless. Furthermore, the eligibility criteria and targeting threshold score serve as a tool for prioritizing households eligible for homelessness prevention services when capacity for providing such is limited and also supports the Contractor in determining the intensity of homelessness prevention services that an eligible household may receive.

1.6.17.3.2. During intake, the Contractor shall document annual household income below 30 percent of median family income for the area, as determined by HUD.

1.6.17.3.3. The Contractor shall reassess income eligibility for individuals and families every three (3) months of program participation.

1.6.17.4. Eligible Activities

1.6.17.4.1. Rental Assistance: The Contractor shall provide short-and/or medium-term rental assistance services, which include but are not limited:

1.6.17.4.1.1. Short-term rental assistance.

1.6.17.4.1.2. Medium-term rental assistance.

1.6.17.4.1.3. Assistance with rental arrearages.

1.6.17.5. Tenant-Based Rental Assistance (TBRA): The Contractor shall provide TBRA, which includes but is not limited to:

1.6.17.5.1. Rental assistance for no more than twenty-four (24) months over a thirty-six (36) month period. The Contractor shall:

1.6.17.5.1.1. Enter into a rental assistance agreement with the owner or landlord on behalf of the program participant, ensuring that the Contractor shall receive a copy of all general notices, complaints, and notices of eviction from the landlord or owner.

1.6.17.5.1.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.

1.6.17.5.1.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.

1.6.17.5.1.4. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.

1.6.17.5.1.5. Ensure that rental assistance does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR Part 888.

1.6.17.6. Housing Relocation and Stabilization Services: The Contractor shall provide housing relocation and stabilization services, in accordance with 24 CFR Part 576.103. The Contractor shall:

1.6.17.6.1. Provide financial assistance that may include, but are not limited to:

1.6.17.6.1.1. Rental application fees.

1.6.17.6.1.2. Security deposits.

1.6.17.6.1.3. Last month's rent.

1.6.17.6.1.4. Utility deposits.

1.6.17.6.1.5. Utility payments.

1.6.17.6.1.6. Moving costs.

1.6.17.6.2. Provide services, or pay for costs for services provided, that may include, but are not limited to:

1.6.17.6.2.1. Housing search and placement services.

1.6.17.6.2.2. Housing stability case management.

1.6.17.6.2.3. Mediation services.

1.6.17.6.2.4. Legal services.

1.6.17.6.2.5. Credit repair services.

1.6.17.7. The Contractor shall make available on-going housing stability case management for six (6) months after rental assistance has ended.

1.6.17.8. The Contractor shall ensure clients have access to educational activities that will assist clients with obtaining housing that they will be able to sustain once the financial assistance ends, including but not limited to budgeting education; job search and interview skills training; and resume writing training.

1.6.17.9. The Contractor shall refer eligible individuals to community based services that will assist with addressing barriers to housing, as appropriate, using the local coordinated entry system.

1.6.17.10. The Contractor shall develop an action plan for achieving housing stability, including assessment of housing for

compliance with 24 CFR 576.105 housing relocation and stabilization services.

1.6.17.11. The Contractor shall conduct an inspection for each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards. Additionally, the Contractor shall ensure:

1.6.17.11.1. Occupied housing meets state and local housing requirements including, but not limited to, compliance with:

1.6.17.11.2. All applicable state and local housing codes. Licensing requirements.

1.6.17.11.3. All requirements regarding the condition of the structure.

1.6.17.11.4. All requirements regarding the operation of housing or services.

1.6.17.12. The Contractor shall ensure occupied housing meets the Lead-Based Paint Poisoning Prevention and Disclosure Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851- 4856), and implementing regulations in CFR part 35, subparts A, B, K, M, and R.

1.6.18. Housing Stabilization

1.6.18.1. The Contractor shall determine eligibility, including completing a housing assessment, to ensure that households receiving housing stabilization assistance will reside in safe, sanitary housing that meets state and local housing codes.

1.6.18.2. The Contractor shall disburse funds or equivalent vouchers to landlords.

1.6.18.3. The Contractor shall assist eligible individuals with creating budgets that will assist with maintaining housing.

1.6.18.4. The Contractor shall refer eligible individuals to community-based services that will assist with addressing barriers to housing, as appropriate.

1.6.18.5. The Contractor shall provide supportive services, financial assistance, or activities necessary to prevent individuals or families from being evicted and entering into homelessness, with the goal of retaining suitable permanent housing. The Contractor shall:

1.6.18.5.1. Provide funding for first month's rent and/or security deposit as needed;

1.6.18.5.2. Provide financial assistance to mitigate the primary reason for a tenant's pending eviction, which may include but is not limited to making payments for back rent or back utilities;

1.6.18.5.3. Provide financial assistance for short-term storage rental in the event of eviction, not to exceed six (6) months;

1.6.18.5.4. Provide one-time financial assistance that directly impacts a household's ability to avoid eviction,;

1.6.18.5.5. Facilitate landlord mediation and negotiation;

1.6.18.5.6. Assist individuals and families with connecting with legal services related to eviction proceedings;

1.6.18.5.7. Assist individuals and families with understanding leases;

1.6.18.5.8. Assist individuals and families with obtaining utility services;

1.6.18.5.9. Provide tenant counseling;

1.6.18.5.10. Provide information about and referrals to other providers;

1.6.18.5.11. Develop individualized housing and service plans that include planning a path to permanent housing stability;.

1.6.18.5.12. Use the centralized or coordinated assessment system for housing prioritization;

1.6.18.5.13. Provide support through case management of those served once housed for continued success;

1.6.18.5.14. Provide ongoing risk assessment and safety planning for victims of domestic violence (DV), dating violence, sexual assault, and stalking in collaboration with DV Service Providers; and

1.6.18.5.15. Assist individuals and families with obtaining federal, state, and local benefits to obtain and

maintain housing, which may include but is not limited to:

1.6.18.5.15.1. Childcare services.

1.6.18.5.15.2. Employmentand education resources.

1.6.18.5.15.3. Healthcare and mental health services.

1.6.18.5.15.4. Services for substance use disorder (SUD).

1.6.18.5.15.5. Life skills training.

1.6.18.5.15.6. Veteran services.

1.6.18.6. The Contractor shall enter client level data into the New Hampshire Homeless Management Information System (NH HMIS) and comply with all training and licensing requirements. Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. The Contractor shall comply with all privacy and security requirements set by the Department.

1.6.19. Coordination of Efforts for Rapid Rehousing and Homeless Prevention: To demonstrate area wide systems coordination and integration of ESG assistance as described in the requirements listed at 24 CFR 576.400, the Contractor shall:

1.6.19.1. Participate in their region's Coordinated Entry System to receive prioritized referrals for Homelessness Prevention and Rapid Rehousing;

1.6.19.2. Ensure a direct connection with the local/regional Coordinated Entry Leadership Group within their respective region/locality;

1.6.19.3. Ensure a direct connection with existing Rapid Rehousing and Homelessness Prevention Programs to promote coordination, leverage resources and avoid duplication of efforts; and

1.6.19.4. Attend regional Continuum of Care meetings and coordinate with Local Service Delivery Area groups.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability

and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

3.1. The Contractor shall submit an annual report to the Department within thirty (30) days following the end of the calendar year, to improve the administration of the program, and to report performance data to HUD. Data is subject to change as required by HUD. Reports include, but are not limited to:

3.1.1. ESG CAPER: Consolidated Annual Performance and Evaluation Report (CAPER). Data collection for the ESG portion of the CAPER is aligned with the most recent version of the HMIS Data Standards.

3.1.2. Housing Inventory Count (HIC): The Housing Inventory Count collects information about all of the beds and units in each Continuum of Care homeless system.

3.1.3. Point-In-Time (PIT) Count: The Point-in-Time Count provides a count of sheltered and unsheltered homeless persons from either the last biennial count or a more recent annual count. Counts are based on:

3.1.3.1. Number of persons in households without children;

3.1.3.2. Number of persons in households with at least one adult and one child

3.1.3.3. Number of persons in households with only children.

3.2. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

4. Performance Measures

4.1. The Department shall monitor performance of the Contractor by establishing and tracking outcomes measures in the following categories:

4.1.1. Street Outreach:

4.1.1.1. Ninety-five percent (95%) of unsheltered persons enrolled into the Street Outreach project will be provided permanent housing referrals.

4.1.1.2. Ninety-five percent (95%) of unsheltered persons enrolled into the Street Outreach project will be provided referrals to ongoing community resources.

4.1.1.3. Ten percent (10%) of persons served will move to permanent housing destinations as a result of street outreach services.

4.1.2. Rapid Rehousing

4.1.2.1. At least eighty percent (80%) of households served by the program will move into permanent housing in an average of 90 days or less.

4.1.2.2. At least eighty percent (80%) of households that exit the rapid re-housing program will exit into permanent housing.

4.1.2.3. At least eighty percent (80%) percent of households that exit a rapid re- housing program to permanent housing will not become homeless again within a year.

4.1.3. Homelessness Prevention and Housing Stabilization

4.1.3.1. At least eighty percent (80%) of households served by the program will resolve imminent housing crisis within an average of ninety (90) days or less.

4.1.3.2. At least eighty-five percent (85%) of households that exit a Homeless Prevention or Housing Stabilization project will exit into Permanent housing.

4.1.3.3. At least eighty percent (80%) of households that exit a Homeless Prevention or Housing Stabilization project into permanent housing will not enter into homelessness within a year.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

5.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

5.3. Credits and Copyright Ownership

5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

5.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

5.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility

or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

5.5. Eligibility Determinations

5.5.1. Eligibility determinations shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

5.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

5.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Records

6.1. The Contractor shall keep records that include, but are not limited to:

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such

costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Emergency Solutions Grant

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 27%, Emergency Solutions Grants Program, as awarded on August 6, 2021, by the US Department of Housing and Urban Development, CFDA 14.231, FAIN# E-21-DC-33-0001.
   1.2. 73% General funds.
2. For the purposes of this Agreement:
   2.1. The Department has identified the Contractor as a Sub-Recipient, in accordance with 2 CFR 200.331.
   2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-5, Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to 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

6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, 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.

12. Audits

12.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

12.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the

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EXHIBIT C

Contract to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1, SFY 2022 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Southwestern Community Services, Inc.

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 145,600.00	$ -	$ 145,600.00	$ -	$ -	$ -	$ 145,600.00	$ -	$ 145,600.00
2. Employee Benefits	$ 60,546.00	$ -	$ 60,546.00	$ -	$ -	$ -	$ 60,546.00	$ -	$ 60,546.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 6,120.00	$ -	$ 6,120.00	$ -	$ -	$ -	$ 6,120.00	$ -	$ 6,120.00
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 2,618.74	$ -	$ 2,618.74	$ -	$ -	$ -	$ 2,618.74	$ -	$ 2,618.74
Office	$ 8,000.00	$ -	$ 8,000.00	$ -	$ -	$ -	$ 8,000.00	$ -	$ 8,000.00
6. Travel	$ 8,499.55	$ -	$ 8,499.55	$ -	$ -	$ -	$ 8,499.55	$ -	$ 8,499.55
7. Occupancy	$ 2,365.32	$ -	$ 2,365.32	$ -	$ -	$ -	$ 2,365.32	$ -	$ 2,365.32
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 4,898.82	$ -	$ 4,898.82	$ -	$ -	$ -	$ 4,898.82	$ -	$ 4,898.82
Postage	$ 350.00	$ -	$ 350.00	$ -	$ -	$ -	$ 350.00	$ -	$ 350.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
first month rent/security deposit	$ 75,072.00	$ -	$ 75,072.00	$ -	$ -	$ -	$ 75,072.00	$ -	$ 75,072.00
Indirect (12%)	$ -	$ 28,775.57	$ 28,775.57	$ -	$ -	$ -	$ -	$ 28,775.57	$ 28,775.57
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 314,668.43	$ 28,775.57	$ 343,644.00	$ -	$ -	$ -	$ 314,668.43	$ 28,775.57	$ 343,644.00
Indirect As A Percent of Direct		9.1%							

Contractor Initials BD
Date 04/01/22

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New Hampshire Department of Health and Human Services

Contractor Name: Southwestern Community Services, Inc.

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2022 - June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 145,600.00	$ -	$ 145,600.00	$ -	$ -	$ -	$ 145,600.00	$ -	$ 145,600.00
2. Employee Benefits	$ 60,546.00	$ -	$ 60,546.00	$ -	$ -	$ -	$ 60,546.00	$ -	$ 60,546.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 6,120.00	$ -	$ 6,120.00	$ -	$ -	$ -	$ 6,120.00	$ -	$ 6,120.00
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 2,618.74	$ -	$ 2,618.74	$ -	$ -	$ -	$ 2,618.74	$ -	$ 2,618.74
Office	$ 6,000.00	$ -	$ 6,000.00	$ -	$ -	$ -	$ 6,000.00	$ -	$ 6,000.00
6. Travel	$ 8,499.55	$ -	$ 8,499.55	$ -	$ -	$ -	$ 8,499.55	$ -	$ 8,499.55
7. Occupancy	$ 2,365.32	$ -	$ 2,365.32	$ -	$ -	$ -	$ 2,365.32	$ -	$ 2,365.32
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 4,696.82	$ -	$ 4,696.82	$ -	$ -	$ -	$ 4,696.82	$ -	$ 4,696.82
Postage	$ 350.00	$ -	$ 350.00	$ -	$ -	$ -	$ 350.00	$ -	$ 350.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
first month rent+security deposit	$ 33,000.00	$ -	$ 33,000.00	$ -	$ -	$ -	$ 33,000.00	$ -	$ 33,000.00
Indirect (12%)	$ -	$ 28,775.57	$ 28,775.57	$ -	$ -	$ -	$ -	$ 28,775.57	$ 28,775.57
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 272,796.43	$ 28,775.57	$ 301,572.00	$ -	$ -	$ -	$ 272,796.43	$ 28,775.57	$ 301,572.00
Indirect As A Percent of Direct		10.5%							

Contractor Initials BD
Date 04/01/22

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New Hampshire Department of Health and Human Services

Contractor Name: Southwestern Community Services, Inc.

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2023 - June 30, 2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 145,600.00	$ -	$ 145,600.00	$ -	$ -	$ -	$ 145,600.00	$ -	$ 145,600.00
2. Employee Benefits	$ 61,875.30	$ -	$ 61,875.30	$ -	$ -	$ -	$ 61,875.30	$ -	$ 61,875.30
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 6,120.00	$ -	$ 6,120.00	$ -	$ -	$ -	$ 6,120.00	$ -	$ 6,120.00
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00	$ -	$ 2,500.00
Office	$ 4,435.81	$ -	$ 4,435.81	$ -	$ -	$ -	$ 4,435.81	$ -	$ 4,435.81
6. Travel	$ 8,500.00	$ -	$ 8,500.00	$ -	$ -	$ -	$ 8,500.00	$ -	$ 8,500.00
7. Occupancy	$ 2,365.32	$ -	$ 2,365.32	$ -	$ -	$ -	$ 2,365.32	$ -	$ 2,365.32
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
Postage	$ 400.00	$ -	$ 400.00	$ -	$ -	$ -	$ 400.00	$ -	$ 400.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
first month rent/security deposit	$ 33,000.00	$ -	$ 33,000.00	$ -	$ -	$ -	$ 33,000.00	$ -	$ 33,000.00
Indirect (12%)	$ -	$ 28,775.57	$ 28,775.57	$ -	$ -	$ -	$ -	$ 28,775.57	$ 28,775.57
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 273,796.43	$ 28,775.57	$ 301,572.00	$ -	$ -	$ -	$ 273,796.43	$ 28,775.57	$ 301,572.00
Indirect As A Percent of Direct		10.5%							

Contractor Initials BD
Date 01/01/22

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New Hampshire Department of Health and Human Services

Contractor Name: Southwestern Community Services, Inc.

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2024 - June 30, 2025

301572

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 150,020.00	$ -	$ 150,020.00	$ -	$ -	$ -	$ 150,020.00	$ -	$ 150,020.00
2. Employee Benefits	$ 64,393.00	$ -	$ 64,393.00	$ -	$ -	$ -	$ 64,393.00	$ -	$ 64,393.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 8,120.00	$ -	$ 8,120.00	$ -	$ -	$ -	$ 8,120.00	$ -	$ 8,120.00
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	$ -	$ 1,500.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -	$ 1,250.00	$ -	$ 1,250.00
Office	$ 2,053.88	$ -	$ 2,053.88	$ -	$ -	$ -	$ 2,053.88	$ -	$ 2,053.88
6. Travel	$ 7,000.00	$ -	$ 7,000.00	$ -	$ -	$ -	$ 7,000.00	$ -	$ 7,000.00
7. Occupancy	$ 2,412.72	$ -	$ 2,412.72	$ -	$ -	$ -	$ 2,412.72	$ -	$ 2,412.72
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 4,696.82	$ -	$ 4,696.82	$ -	$ -	$ -	$ 4,696.82	$ -	$ 4,696.82
Postage	$ 350.00	$ -	$ 350.00	$ -	$ -	$ -	$ 350.00	$ -	$ 350.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
first month rent/security deposit	$ 33,000.00	$ -	$ 33,000.00	$ -	$ -	$ -	$ 33,000.00	$ -	$ 33,000.00
Indirect (12%)	$ -	$ 28,775.57	$ 28,775.57	$ -	$ -	$ -	$ -	$ 28,775.57	$ 28,775.57
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 772,796.43	$ 28,775.57	$ 301,572.00	$ -	$ -	$ -	$ 772,796.43	$ 28,775.57	$ 301,572.00
Indirect As A Percent of Direct		10.5%							

Contractor Initials BD

Date 06/01/22

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Exhibit C-6, SFY 2026 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Southwestern Community Services, Inc.

Project Title: Emergency Solutions Grant

Budget Period: July 1, 2025 - January 1, 2026

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 75,010.00	$ -	$ 75,010.00	$ -	$ -	$ -	$ 75,010.00	$ -	$ 75,010.00
2. Employee Benefits	$ 52,168.00	$ -	$ 52,168.00	$ -	$ -	$ -	$ 52,168.00	$ -	$ 52,168.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 3,060.00	$ -	$ 3,060.00	$ -	$ -	$ -	$ 3,060.00	$ -	$ 3,060.00
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	$ -	$ 1,500.00
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ 1,500.00	$ -	$ 1,500.00
Office	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00	$ -	$ 2,000.00
6. Travel	$ 3,600.00	$ -	$ 3,600.00	$ -	$ -	$ -	$ 3,600.00	$ -	$ 3,600.00
7. Occupancy	$ 1,706.00	$ -	$ 1,706.00	$ -	$ -	$ -	$ 1,706.00	$ -	$ 1,706.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,848.41	$ -	$ 2,848.41	$ -	$ -	$ -	$ 2,848.41	$ -	$ 2,848.41
Postage	$ 200.00	$ -	$ 200.00	$ -	$ -	$ -	$ 200.00	$ -	$ 200.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
first month rent/security deposit	$ 50,000.00	$ -	$ 50,000.00	$ -	$ -	$ -	$ 50,000.00	$ -	$ 50,000.00
Indirect (12%)	$ -	$ 17,159.09	$ 17,159.09	$ -	$ -	$ -	$ -	$ 17,159.09	$ 17,159.09
past due rent	$ 47,777.50	$ -	$ 47,777.50	$ -	$ -	$ -	$ 47,777.50	$ -	$ 47,777.50
TOTAL	$ 240,769.91	$ 17,159.09	$ 257,929.00	$ -	$ -	$ -	$ 240,769.91	$ 17,159.09	$ 257,929.00
Indirect As A Percent of Direct		7.1%							

Contractor Initials BD

Date 06/04/22

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials BD

Date 6/1/2022

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Southwestern Community Services, Inc.

6/1/2022
Date

DocuSigned by:
Beth Daniels
Name: Beth Daniels
Title: Chief Executive Officer

DocuSign Envelope ID: CAF19D56-E2EC-47D0-B384-0B1806B77358

DocuSign Envelope ID: 09D1969D-6EA8-46B7-AD4B-A15D1064997A

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Southwestern Community Services, Inc.

6/1/2022
Date

DocuSigned by:
Beth Daniels
Name: Beth Daniels
Title: Chief Executive Officer

DocuSign Envelope ID: CAF19D56-E2EC-47D0-B384-0B1806B77358

DocuSign Envelope ID: 09D1969D-6EA8-46B7-AD4B-A15D1064997A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials BD

Date 6/1/2022

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Southwestern Community Services, Inc.

6/1/2022
Date

DocuSigned by:
Beth Daniels
Name: Beth Daniels
Title: Chief Executive Officer

DS
BD
Contractor Initials
6/1/2022
Date

DocuSign Envelope ID: CAF19D56-E2EC-47D0-B384-0B1806B77358

DocuSign Envelope ID: 09D1969D-6EA8-46B7-AD4B-A15D1064997A

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Southwestern Community Services, Inc.

6/1/2022
Date

DocuSigned by:
Beth Daniels
Name: Beth Daniels
Title: Chief Executive Officer

DocuSign Envelope ID: CAF19D56-E2EC-47D0-B384-0B1806B77358

DocuSign Envelope ID: 09D1969D-6EA8-46B7-AD4B-A15D1064997A

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Southwestern Community Services, Inc.

6/1/2022
Date

DocuSigned by:
Beth Daniels
Name: Beth Daniels
Title: Chief Executive Officer

DS
BD
Contractor Initials

6/1/2022
Date

DocuSign Envelope ID: CAF19D56-E2EC-47D0-B384-0B1806B77358

DocuSign Envelope ID: 09D1969D-6EA8-46B7-AD4B-A15D1064997A

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Southwestern Community Services, Inc.
The State	Name of the Contractor
Karen Hebert	Beth Daniels
Signature of Authorized Representative	Signature of Authorized Representative
Karen Hebert	Beth Daniels
Name of Authorized Representative	Name of Authorized Representative
Division Director	Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
6/3/2022	6/1/2022
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Southwestern Community Services, Inc.

6/1/2022
Date

DocuSigned by:
Beth Daniels
Name: Beth Daniels
Title: Chief Executive Officer

DS
BD
Contractor Initials
6/1/2022
Date

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 081251381

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials DS BD

Date 6/1/2022