



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

Lori A. Shibinette  
Commissioner

Karen E. Hebert  
Director

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November 1, 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 a **Sole Source** amendment to an existing contract with Community Action Program Belknap Merrimack Counties, Inc. (VC#177203), Concord, NH for the ongoing provision of Permanent Housing and Supportive Services to individuals, youth, and families who are experiencing homelessness through the Federal Continuum of Care Program, by increasing the price limitation by \$193,958 from \$545,454 to \$739,412 and by extending the completion date from November 30, 2022 to November 30, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on October 23, 2019, item #23, amended on October 21, 2020, item #12, and most recently amended on November 22, 2021, item #20.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, 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.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svcs	42308906	\$105,701	\$0	\$105,701
2021	102-500731	Contracts for Prog Svcs	42308906, 42308909	\$179,970	\$0	\$179,970
2022	102-500731	Contracts for Prog Svcs	42308909	\$74,621	\$0	\$74,621
2022	074-500589	Grants for Pub Asst and Relief	42308912	\$108,011	\$0	\$108,011

2023	074-500589	Grants for Pub Asst and Relief	42308912	\$77,151	\$113,142	\$190,293
2024	074-500589	Grants for Pub Asst and Relief	TBD	\$0	\$80,816	\$80,816
			<b>Total</b>	<b>\$545,454</b>	<b>\$193,958</b>	<b>\$739,412</b>

**EXPLANATION**

This request is **Sole Source** because federal regulations require all procurement efforts to be directed by the U.S. Department of Housing and Urban Development (HUD) which requires the Department to specify the vendor's name during the annual, federal, Continuum of Care (CoC) competitive application process for up to a year prior to the grant award being issued. As the Collaborative Applicant for the Balance of State CoC, the Department is required to issue a Request for Proposals, through the Continuum, based on the HUD CoC Program Notice of Funding Opportunity (NOFO). HUD reviews and scores vendor applications based on federal rank and review policy, and scoring tools, created to match the federal NOFO. HUD subsequently awards funding based on strict federal criteria specifying eligible activities, populations to be served, expected performance outcomes, and time frames for the application competition and subsequent Departmental agreements. The Department receives notification of the awards and signed grant agreements from HUD several months later; at which time agreements, such as the one contained in this request, can be executed.

The purpose of this request is to continue providing the Permanent Housing program that delivers Rapid Re-housing, tenant-based rental assistance, service access, and supportive services to individuals and families who are experiencing homelessness. The program facilitates the placement of homeless and chronically homeless individuals, youth, and families in permanent housing while promoting self-sufficiency and independent living.

At a minimum, approximately thirteen (13) households, consisting of individuals and/or families will be served during State Fiscal Years 2023 and 2024.

Using the federally required 'Housing First' model, the Contractor provides housing stability case management and facilitates each participant's entrance to sustained permanent housing. Additionally, the Contractor works to maximize each participant's ability to live more independently by providing connections to community and mainstream services.

The Department will monitor services by:

- Conducting annual reviews relating to compliance with administrative rules and contractual agreements.
- Reviewing semi-annual statistical reports, including various demographic information, as well as income and expense reports, to include match dollars.
- Reviewing data entered into the New Hampshire Homeless Management Information System, which is the primary reporting tool for outcomes and activities of shelter and housing programs.

Should the Governor and Council not authorize this request, there will be fewer permanent housing options and supportive services available, leaving vulnerable individuals and families experiencing homelessness in unsafe situations without needed support. Additionally, the Department will be out of compliance with federal regulations, which could result in a loss of federal funding for these and other types of permanent housing and supportive service programs.

Area served: Belknap and Merrimack Counties

Source of Federal Funds: Assistance Listing Number #14.267, FAIN # NH0100L1T002105

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

Respectfully submitted,



Lorna A. Shibinette  
Commissioner

**State of New Hampshire  
Department of Health and Human Services  
Amendment #3**

This Amendment to the Continuum of Care, Rapid Re-Housing Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Action Program Belknap-Merrimack Counties, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 23, 2019 (Item #23), as amended on October 21, 2020, (Item #12), and as amended on November 22, 2021 (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, 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 1.7, Completion Date, to read:  
November 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$739,412
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Subsection 1.2, Paragraph 1.2.4, to read:
  - 1.2.4. Grant Numbers:
    - 1.2.4.1 NH0100L1T001802 (December 1, 2019 through November 30, 2020)
    - 1.2.4.2 NH0100L1T001903 (December 1, 2020 through November 30, 2021)
    - 1.2.4.3 NH0100L1T002004 (December 1, 2021 through November 30, 2022)
    - 1.2.4.4 NH0100L1T002105 (December 1, 2022 through November 30, 2023)
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Subsection 1.2, Paragraph 1.2.7, Subparagraph 1.2.7.1, to read:
  - 1.2.7.1 December 1, 2019 – November 30, 2023, not to exceed Form P-37, General Provisions Block 1.8, Price Limitation.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Subsection 1.2, Paragraph 1.2.8, to read;
  - 1.2.8 Funds allocation under this agreement for the Continuum of Care Program are as follows:

	Description	December 1, 2019 through November 30, 2020	December 1, 2020 through November 30, 2021	December 1, 2021 through November 30, 2022	December 1, 2022 through November 30, 2022	Total Cumulative Amount
1.2.8.1	Supportive Services:	\$11,700	\$11,700	\$11,700	\$11,700	\$46,800

Community Action Program

Belknap-Merrimack Counties, Inc.

SS-2020-BHS-04-PERMA-26-A03

A-S-1.3

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Contractor Initials

*JA*

Date

10/26/2022

1.2.8.2	Rental Assistance:	\$165,228	\$163,116	\$169,188	\$177,984	\$675,516
1.2.8.3	Administrative Expenses:	\$4,274	\$4,274	\$4,274	\$4,274	\$17,096
1.2.8.4	Total Program Amount:	<b>\$181,202</b>	<b>\$179,090</b>	<b>\$185,162</b>	<b>\$193,958</b>	<b>\$739,412</b>
1.2.8.5	Vendor Match (25%):	\$46,396	\$45,841	\$47,359	\$49,558	\$189,154

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3. Project Costs: Payment Schedule: Review by the State, Subsection 3.4, Payment of Project Costs:, Paragraph 3.4.1., to read:
  - 3.4.1. The Department agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Amendment #1, Budget through Exhibit B-3, Amendment #3, Budget, and as defined by HUD under the provisions of Public Law 102-550 and other applicable regulations, subject to the availability of sufficient funds.
8. Add Exhibit B-3 Amendment #3, Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments 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

10/28/2022  
Date

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

Community Action Program Belknap-Merrimack Counties,  
Inc.

10/26/2022  
Date

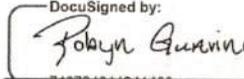
DocuSigned by:  
*Jeanne Agri*  
Name: Jeanne Agri  
Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

11/1/2022

Date

DocuSigned by:  
  
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:

Exhibit B-3 Amendment #3, Budget

**BMCAP RRH Program**

**CoC Funds - NH0100L1T002105**

**SFY2023 - 12/1/22-6/30/23**

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 103,824	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 103,824	\$ -	\$ -
Supportive Services	\$ 6,825	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,825	\$ -	\$ -
Administration	\$ 2,493	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,493	\$ -	\$ -
25% Required Match	\$ 28,909	\$ -	\$ -	\$ 28,909	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 142,051</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 28,909</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 113,142</b>	<b>\$ -</b>	<b>\$ -</b>

**SFY2024 - 7/1/23-11/30/23**

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 74,160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 74,160	\$ -	\$ -
Supportive Services	\$ 4,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,875	\$ -	\$ -
Administration	\$ 1,781	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,781	\$ -	\$ -
25% Required Match	\$ 20,649	\$ -	\$ -	\$ 20,649	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 101,465</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 20,649</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 80,816</b>	<b>\$ -</b>	<b>\$ -</b>

**TOTAL - 12/1/22-11/30/23**

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 177,984	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 177,984	\$ -	\$ -
Supportive Services	\$ 11,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,700	\$ -	\$ -
Administration	\$ 4,274	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,274	\$ -	\$ -
25% Required Match	\$ 49,558	\$ -	\$ -	\$ 49,558	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 243,516</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 49,558</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 193,958</b>	<b>\$ -</b>	<b>\$ -</b>

Total W/O Match \$ 193,958

Contractor Initials: 

Date: 10/26/2022

# 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**

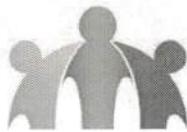
Certificate Number: **0005774597**



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.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



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



## 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 Operating 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: 10/27/2022

Signature of Elected Officer

Name: Dennis Martino

Title: President, Board of Directors

Rev. 1/13/2022  
kjh:COA 2022 - dennis martino





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.



*Financial Statements*

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**COMMUNITY ACTION PROGRAM  
BELKNAP - MERRIMACK COUNTIES, INC.**

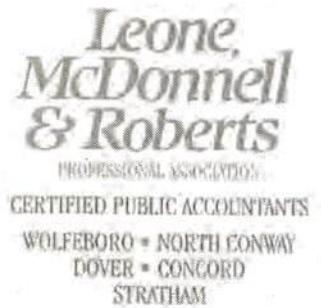
**FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021  
AND  
INDEPENDENT AUDITORS' REPORT AND  
REPORTS ON COMPLIANCE AND INTERNAL CONTROL**

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**

**CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

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

## **INDEPENDENT AUDITORS' REPORT**

### **Report on the Audit of the Financial Statements**

#### ***Opinion***

We have audited the accompanying consolidated financial statements of Community Action Program of Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the consolidated statements of financial position as of February 28, 2022 and 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of Community Action Program of Belknap-Merrimack Counties, Inc. as of February 28, 2022 and 2021, 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.

#### ***Basis for Opinion***

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. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Community Action Program of Belknap-Merrimack Counties, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Community Action Program of Belknap-Merrimack Counties, Inc.'s ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

### ***Auditors' Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Community Action Program of Belknap-Merrimack Counties, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### **Supplementary 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 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 schedule of expenditures of federal awards 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 September 8, 2022, on our consideration of Community Action Program of 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 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 Community Action Program of Belknap-Merrimack Counties, Inc.'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 Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

*Legne McDonnell & Roberts  
Professional Association*

Concord, New Hampshire  
September 8, 2022

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****CONSOLIDATED STATEMENTS OF FINANCIAL POSITION  
FEBRUARY 28, 2022 AND 2021**

	<u>ASSETS</u>	
	<u>2022</u>	<u>2021</u>
<b>CURRENT ASSETS</b>		
Cash	\$ 1,384,485	\$ 899,766
Accounts receivable	5,244,621	3,762,809
Inventory	271,926	55,895
Prepaid expenses	33,928	73,709
Investments	<u>138,793</u>	<u>127,996</u>
Total current assets	<u>7,073,753</u>	<u>4,920,175</u>
<b>PROPERTY</b>		
Land, buildings and improvements	7,368,799	7,146,516
Equipment, furniture and vehicles	6,335,485	6,117,020
Construction in process	<u>41,401</u>	<u>18,126</u>
Total property	<u>13,745,685</u>	<u>13,281,662</u>
Less accumulated depreciation	<u>7,528,363</u>	<u>7,639,290</u>
Property, net	<u>6,217,322</u>	<u>5,642,372</u>
<b>OTHER ASSETS</b>		
Cash escrow and reserve funds	89,468	65,437
Tenant security deposits	9,120	6,881
Due from related party	<u>65,488</u>	<u>-</u>
Total other assets	<u>164,076</u>	<u>72,318</u>
<b>TOTAL ASSETS</b>	<u>\$ 13,455,151</u>	<u>\$ 10,634,865</u>
	<u>LIABILITIES AND NET ASSETS</u>	
<b>CURRENT LIABILITIES</b>		
Current portion of notes payable	\$ 314,265	\$ 213,444
Line of credit	154,350	380,028
Accounts payable	3,635,655	1,525,832
Accrued expenses	1,086,207	788,951
Refundable advances	<u>1,537,802</u>	<u>1,036,941</u>
Total current liabilities	<u>6,728,279</u>	<u>3,945,196</u>
<b>LONG TERM LIABILITIES</b>		
Paycheck Protection Program loan	280,439	1,935,300
Notes payable, less current portion shown above	620,050	939,697
Tenant security deposits	<u>9,120</u>	<u>6,881</u>
Total liabilities	<u>7,637,888</u>	<u>6,827,074</u>
<b>NET ASSETS</b>		
Without donor restrictions	5,179,734	2,758,959
With donor restrictions	<u>637,529</u>	<u>1,048,832</u>
Total net assets	<u>5,817,263</u>	<u>3,807,791</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 13,455,151</u>	<u>\$ 10,634,865</u>

See Notes to Consolidated Financial Statements

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.****CONSOLIDATED STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED FEBRUARY 28, 2022**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<b>REVENUES AND OTHER SUPPORT</b>			
Grant awards	\$ 36,482,087	\$ -	\$ 36,482,087
Rental income	135,298	-	135,298
Other funds	2,526,432	2,650,984	5,177,416
Paycheck Protection Program loan forgiveness	1,615,427	-	1,615,427
In-kind	592,136	-	592,136
United Way	2,123	-	2,123
Interest income	74	-	74
Realized gain on sale of equipment	7,200	-	7,200
	<u>41,360,777</u>	<u>2,650,984</u>	<u>44,011,761</u>
Total revenues and other support			
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>			
	<u>3,062,287</u>	<u>(3,062,287)</u>	<u>-</u>
Total	<u>44,423,064</u>	<u>(411,303)</u>	<u>44,011,761</u>
<b>EXPENSES</b>			
Program	40,084,851	-	40,084,851
Management	1,917,438	-	1,917,438
	<u>42,002,289</u>	<u>-</u>	<u>42,002,289</u>
Total expenses			
<b>CHANGE IN NET ASSETS</b>	2,420,775	(411,303)	2,009,472
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>2,758,959</u>	<u>1,048,832</u>	<u>3,807,791</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 5,179,734</u>	<u>\$ 637,529</u>	<u>\$ 5,817,263</u>

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.CONSOLIDATED STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED FEBRUARY 28, 2021

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<b>REVENUES AND OTHER SUPPORT</b>			
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
	<hr/>	<hr/>	<hr/>
Total revenues and other support	23,623,600	3,733,525	27,357,125
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>			
	3,047,507	(3,047,507)	-
	<hr/>	<hr/>	<hr/>
Total	26,671,107	686,018	27,357,125
<b>EXPENSES</b>			
Program	26,194,346	-	26,194,346
Management	1,274,501	-	1,274,501
	<hr/>	<hr/>	<hr/>
Total expenses	27,468,847	-	27,468,847
<b>CHANGE IN NET ASSETS BEFORE GAIN ON INVESTMENT IN LIMITED PARTNERSHIP</b>			
	(797,740)	686,018	(111,722)
<b>GAIN ON INVESTMENT IN LIMITED PARTNERSHIP</b>			
	64,397	-	64,397
	<hr/>	<hr/>	<hr/>
<b>CHANGE IN NET ASSETS</b>	(733,343)	686,018	(47,325)
<b>NET ASSETS, BEGINNING OF YEAR</b>			
	2,992,894	362,814	3,355,708
<b>NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIP</b>			
	499,408	-	499,408
	<hr/>	<hr/>	<hr/>
<b>NET ASSETS, END OF YEAR</b>	\$ 2,758,959	\$ 1,048,832	\$ 3,807,791

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED FEBRUARY 28, 2022**

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 7,961,177	\$ 1,180,579	\$ 9,141,756
Payroll taxes and benefits	2,296,690	228,375	2,525,065
Travel	194,343	9,648	203,991
Occupancy	1,267,982	114,418	1,382,400
Program services	25,639,659	-	25,639,659
Other costs:			
Accounting fees	-	74,855	74,855
Legal fees	15,361	152	15,513
Supplies	159,844	44,534	204,378
Postage and shipping	49,860	8,731	58,591
Equipment rental and maintenance	1,141	-	1,141
Printing and publications	28,133	27,696	55,829
Conferences, conventions and meetings	13,964	-	13,964
Interest	29,187	26,841	56,028
Insurance	124,730	43,856	168,586
Membership fees	16,276	-	16,276
Utility and maintenance	88,702	104,142	192,844
Computer services	111,990	-	111,990
Other	926,679	53,611	980,290
Depreciation	566,151	-	566,151
In-kind	592,982	-	592,982
	<u>\$ 40,084,851</u>	<u>\$ 1,917,438</u>	<u>\$ 42,002,289</u>
Total functional expenses			

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED FEBRUARY 28, 2021

	<u>Program</u>	<u>Management</u>	<u>Total</u>
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
	<u>\$ 26,194,346</u>	<u>\$ 1,274,501</u>	<u>\$ 27,468,847</u>
Total functional expenses			

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.CONSOLIDATED STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 2,009,472	\$ (47,325)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	566,151	458,009
Paycheck Protection program\ loan forgiveness	(1,615,427)	-
Interest on deferred financing costs	483	484
Realized gain on sale of equipment	(7,200)	(3,500)
Gain on investment in limited partnership	-	(64,397)
Decrease (increase) in current assets:		
Accounts receivable	(1,481,812)	(1,203,458)
Inventory	(216,031)	(32,979)
Prepaid expenses	39,781	(18,723)
Due from related party	(65,488)	-
Decrease (increase) in current liabilities:		
Accounts payable	2,109,823	356,371
Accrued expenses	297,256	23,890
Refundable advances	500,861	(47,575)
<b>NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES</b>	<u>2,137,869</u>	<u>(579,203)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Proceeds from sale of property	7,200	3,500
Additions to property	(1,141,101)	(618,410)
Investments	(10,797)	(17,918)
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(1,144,698)</u>	<u>(632,828)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Net Paycheck Protection loan	(39,434)	1,935,300
Net repayments on line of credit	(225,678)	(169,972)
Repayment of long term debt	(219,309)	(199,152)
<b>NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES</b>	<u>(484,421)</u>	<u>1,566,176</u>
<b>NET INCREASE IN CASH AND RESTRICTED CASH</b>	508,750	354,145
<b>CASH AND RESTRICTED CASH BALANCE, BEGINNING OF YEAR</b>	965,203	549,026
<b>CASH AND RESTRICTED CASH TRANSFERRED FROM LIMITED PARTNERSHIP</b>	<u>-</u>	<u>62,032</u>
<b>CASH AND RESTRICTED CASH BALANCE, END OF YEAR</b>	<u>\$ 1,473,953</u>	<u>\$ 965,203</u>
<b>CASH AND RESTRICTED CASH:</b>		
Cash	\$ 1,384,485	\$ 899,766
Cash escrow and reserve funds	89,468	65,437
	<u>\$ 1,473,953</u>	<u>\$ 965,203</u>

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid during the year for interest	\$ 56,028	\$ 62,533
<b>SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES</b>		
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

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

**1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Nature of Organization**

Community Action Program Belknop – 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 Belknop-Merrimack Counties, Inc., and the following entities as Community Action Program Belknop-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 States 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.

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

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 \$637,529 and \$1,048,832 at February 28, 2022 and 2021, respectively. See **Note 14**.

**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 (the 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 requires 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, 2022 and 2021.

Sandy Ledge Limited Partnership 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.

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

**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 - 10 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.

**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.

**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 \$592,136 and \$490,035 in donated facilities, services and supplies for the years ended February 28, 2022 and February 28, 2021, respectively, as follows:

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

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 \$18,731 and \$18,937 for the years ended February 28, 2022 and February 28, 2021, 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 \$573,405 and \$471,098 for the years ended February 28, 2022 and 2021, respectively.

**Advertising**

The Organization expenses advertising costs as they are incurred. Total advertising costs for the years ended February 28, 2022 and February 28, 2021 totaled \$134,193 and \$14,287, 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.

**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.

**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.

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021****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.

<b><u>Expense</u></b>	<b><u>Method of allocation</u></b>
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, 2022 and 2021:

	<b><u>2022</u></b>	<b><u>2021</u></b>
Financial assets at year end:		
Cash and cash equivalents, undesignated	\$ 1,384,485	\$ 899,766
Accounts receivable	5,244,621	3,762,809
Investments	138,793	127,996
Cash reserves	81,143	62,103
Cash escrow	<u>8,325</u>	<u>3,334</u>
Total financial assets	<u>6,857,367</u>	<u>4,856,008</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions	637,529	1,048,832
Reserve funds	<u>81,143</u>	<u>62,103</u>
Amounts not available within one year	<u>718,672</u>	<u>1,110,935</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 6,138,695</u>	<u>\$ 3,734,073</u>

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$6,710,000 and \$4,360,000, at February 28, 2022 and 2021, respectively. The Organization has a line of credit with \$445,650 and \$219,972, available to borrow on at February 28, 2022 and 2021, respectively.

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021****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, 2022 and 2021. 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 \$1,537,802 and \$1,036,941 as of February 28, 2022 and 2021, 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, 2022 and 2021 totaled \$186,976 and \$193,103, 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, 2022 and 2021, the annual lease expense for the leased facilities was \$544,299 and \$542,317, respectively.

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

<u>Year Ended February 28</u>	<u>Amount</u>
2023	\$ 478,248
2024	419,395
2025	245,038
2026	88,762
2027	88,762
Thereafter	<u>688,217</u>
Total	<u>\$ 2,008,422</u>

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

**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 \$660,158 and \$415,580 at February 28, 2022 and 2021, 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 (3.25% and 4.75% at February 28, 2022 and 2021, respectively) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was a balance of \$154,350 outstanding at February 28, 2022. There was no balance outstanding at February 28, 2021.

The Organization has 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 (2.41% and 2.62% at February 28, 2022 and 2021, respectively). The line is secured by all the Organization's assets. There was no balance outstanding at February 28, 2022. There was a balance of \$380,028 outstanding at February 28, 2021.

**9. CONCENTRATION OF RISK**

For the year ended February 28, 2022, approximately \$13,200,000 (30%), and \$15,300,000 (35%), respectively, of the Organization's total revenue was received from the Department of Health and Human Services and the Department of Treasury. For the year ended February 28, 2021, approximately \$11,400,000 (42%), 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 these departments.

**10. LONG TERM DEBT**

Long term debt consisted of the following as of February 28, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
5.50% note payable to a financial institution in monthly installments for principal and interest of \$1,634 through July 2039. The note is secured by property of the Organization,	\$ 218,228	\$ 225,459

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
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.	219,279	375,827
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.	42,958	50,507
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.	116,572	164,553
1.00% Paycheck Protection Program loan payable to a bank in monthly installments for principal and interest of \$7,511 through April 2025. \$1,615,427 of the proceeds received was forgiven during the year ended February 28, 2022. (See <b>Note 11</b> ).	280,439	1,935,300
Non-interest bearing note payable by Sandy Ledge Limited Partnership 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.	<u>343,081</u>	<u>343,081</u>
Total long-term debt before unamortized deferred financing cost	1,220,557	3,094,727
Unamortized deferred financing costs	<u>(5,803)</u>	<u>(6,286)</u>
	1,214,754	3,088,441
Less amounts due within one year	<u>314,265</u>	<u>213,444</u>
Long term portion	<u>\$ 900,489</u>	<u>\$ 2,874,997</u>

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

The scheduled maturities of long-term debt as of February 28, 2022 were as follows:

<u>Year Ending February 28</u>	<u>Amount</u>
2023	\$ 314,265
2024	236,212
2025	106,239
2026	32,177
2027	18,840
Thereafter	<u>512,824</u>
	<u>\$ 1,220,557</u>

**11. 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, was established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act").

On September 14, 2021, the Organization received partial forgiveness in the amount of \$1,615,427. The forgiven proceeds are included in income for the year ended February 28, 2022. 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. The outstanding balance on the PPP loan at February 28, 2022 is \$280,439. (See Note 10).

**12. PROPERTY AND EQUIPMENT**

Property and equipment consisted of the following as of February 28, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
Land	\$ 279,340	\$ 279,340
Building and improvements	7,089,459	6,867,176
Equipment and vehicles	6,335,485	6,117,020
Construction in process	<u>41,401</u>	<u>18,126</u>
	13,745,685	13,281,662
Less accumulated depreciation	<u>7,528,363</u>	<u>7,639,290</u>
Property and equipment, net	<u>\$ 6,217,322</u>	<u>\$ 5,642,372</u>

Depreciation expense for the years ended February 28, 2022 and 2021 totaled \$566,151 and \$458,009, respectively.

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021****13. 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, 2022.

**14. NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restrictions are available for the following specific program services as of February 28, 2022 and 2021:

	<u>2022</u>	<u>2021</u>
NH Food Pantry Coalition	\$ 663	\$ 663
Senior Center	143,437	142,817
Elder Services	68,427	499,201
Mary Gale	25,629	-
NH Rotary Food Challenge	5,064	5,058
Summer Feeding	47,540	60,433
Common Pantry	-	5,512
Caring Fund	8,792	8,791
Agency – FAP	27,307	2,604
Agency Head Start	222,258	224,847
Agency – FP/PN	87,253	87,387
Community Crisis	350	350
Other Programs	809	11,169
	<u>809</u>	<u>11,169</u>
Total net assets with donor restrictions	<u>\$ 637,529</u>	<u>\$ 1,048,832</u>

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021****15. RELATED PARTY TRANSACTIONS**

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

<u>Related Party</u>	<u>Function</u>
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.

The amount due from the related parties for operating activities (collectively) at February 28, 2022 and 2021 was \$324,385 and \$181,384, respectively, and is included in accounts receivables. Additionally, during the year ended February 28, 2022, \$65,488 was loaned to a related party and is recorded as an other asset on the consolidated statement of financial position.

**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 \$138,793 and \$126,996 at February 28, 2022 and 2021, 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:

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

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, 2022 and 2021, the Organization's investments were classified as Level 1 and were based on fair value.

**Fair Value Measurements using Significant Observable Inputs (Level 1)**

	<u>2022</u>	<u>2021</u>
Beginning balance – mutual funds	\$ 126,996	\$ 109,078
Total gains – mutual funds	<u>11,797</u>	<u>17,918</u>
Ending balance – mutual funds	<u>\$ 138,793</u>	<u>\$ 126,996</u>

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 had \$1,000 invested in a Partnership, The Lakes Region Partnership for Public Health, at February 28, 2021. During the year ended February 28, 2022, the Organization is no longer a partner and a final K-1 was received.

**17. 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.

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021****18. 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 Limited Partnership.

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

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

**19. 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.

**COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021**

**20. 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 September 8, 2022, the date the consolidated financial statements were available to be issued.

**SUPPLEMENTAL INFORMATION**

**(See Independent Auditors' Report)**

**COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED FEBRUARY 28, 2022**

FEDERAL GRANTOR/ PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS THROUGH GRANTOR'S NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
<b>US DEPARTMENT OF HEALTH AND HUMAN SERVICES</b>					
<b>HEAD START CLUSTER</b>					
Head Start	93.600		01CH2052-03-01	\$ 4,920,814	
CRSSA - Head Start	93.600		01HET000622	14,655	
ARPA - Head Start	93.600			70,508	
			<b>CLUSTER TOTAL</b>	<b>5,005,977</b>	
Low Income Home Energy Assistance Program	93.568	State of New Hampshire	02-52-52-520010-18870000	2,517,838	
CV-Low Income Home Energy Assistance Program	93.568	State of New Hampshire	02-52-52-520010-24490000	2,923,900	
Low Income Home Energy Assistance Program-WX	93.568	State of New Hampshire	02-02-024010-77050000-500587	248,488	
			<b>TOTAL</b>	<b>5,690,226</b>	
Community Services Block Grant	93.569	State of New Hampshire	05-095-045-450010-7148	538,251	
CV-Community Services Block Grant	93.569	State of New Hampshire	05-095-045-450010-7148	30,897	
			<b>TOTAL</b>	<b>569,148</b>	
Social Services Block Grant-Home Delivered & Congregate Meals	93.667	State of New Hampshire	05-95-48-481010-9255	288,050	
Social Services Block Grant-Service Link	93.667	State of New Hampshire	2001NHSOSR	6,598	
			<b>TOTAL</b>	<b>294,648</b>	
Temporary Assistance for Needy Families-Family Planning	93.558	State of New Hampshire	1602NHTANF	997	
Temporary Assistance for Needy Families-Workplace Success	93.558	Southern New Hampshire Services	05-95-45-450010-61270000	19,522	
			<b>TOTAL</b>	<b>20,519</b>	
<b>AGING CLUSTER</b>					
Title III, Part B-Senior Transportation	93.044	State of New Hampshire	17SSNHT3SS	124,374	
Title III, Part C-Home Delivered Meals-HDC5	93.045	State of New Hampshire		9,016	
Title III, Part C-Home Delivered Meals	93.045	State of New Hampshire	17AANHT3HD	494,672	
CV-Title III, Part C-Home Delivered Meals	93.045	State of New Hampshire	17AANHT3HD	15,030	
NSIP	93.053	State of New Hampshire	1056477	170,034	
			<b>CLUSTER TOTAL</b>	<b>813,126</b>	
<b>CHILD CARE AND DEVELOPMENT FUND CLUSTER</b>					
Child Care & Development Block Grant	93.575	State of New Hampshire	NONE PROVIDED	403,542	
Child Care Mandatory & Matching Funds of the CCDF	93.596	State of New Hampshire	NONE PROVIDED	59,544	
			<b>CLUSTER TOTAL</b>	<b>463,086</b>	
<b>MEDICAID CLUSTER</b>					
Medical Assistance Program	93.778	State of New Hampshire	90NWP0008-01-00	72,515	
Medical Assistance Program - Veterans	93.778	Gateways Community Services		32,433	
			<b>CLUSTER TOTAL</b>	<b>104,948</b>	
Family Planning - Services	93.217	State of New Hampshire	FPHPPA016063	56,537	
Maternal, Infant, & Early Childhood Home Visiting Program	93.870	State of New Hampshire	X10MC33595	69,527	
National Family Caregiver Support, Title III, Part E-Service Link	93.052	State of New Hampshire	2001NH0AFC-02	32,045	
Special Programs for Aging, Title IV-Service Link	93.048	State of New Hampshire	90MP024102	28,202	
State Health Insurance Assistance Program	93.324	State of New Hampshire	90SA0003-02-00	31,988	
Medicare Enrollment Assistance Program	93.071	State of New Hampshire	2001NHMISH-00	10,707	
			<b>HHS TOTAL</b>	<b>\$ 13,190,884</b>	
<b>US DEPARTMENT OF AGRICULTURE</b>					
Special Suppl. Nutrition Program for Women, Infants & Children	10.557	State of New Hampshire	15154NH703W1003 & 5003	\$ 612,057	
Senior Farmers Market	10.576	State of New Hampshire	15154NH083Y8303	73,124	
Child & Adult Care Food Program	10.568	State of New Hampshire	NONE PROVIDED	180,323	
<b>CHILD NUTRITION CLUSTER</b>					
Summer Food Service Program For Children	10.559	State of New Hampshire	NONE PROVIDED	148,179	

See Notes to Schedule of Expenditures of Federal Awards

FEDERAL GRANTOR/ PROGRAM TITLE	ASSISTANCE LISTING		IDENTIFYING NUMBER	FEDERAL EXPENDITURES	Continued
	NUMBER	PASS THROUGH GRANTOR'S NAME			PASSED THROUGH TO SUB-RECIPIENTS
<b>FOOD DISTRIBUTION CLUSTER</b>					
Commodity Supplemental Food Program	10.565	State of New Hampshire	15154NH814Y8005	\$ 1,219,051	\$ 1,003,133
Emergency Food Assistance Program-Administration	10.568	State of New Hampshire	81750000	455,233	77,933
Emergency Food Assistance Program	10.569	State of New Hampshire	81750000	5,668,212	5,668,212
			CLUSTER TOTAL	7,342,496	\$ 6,749,278
<b>USDA TOTAL</b>				\$ 8,356,179	\$ 6,749,278
<b>CORPORATION FOR NATIONAL &amp; COMMUNITY SERVICES</b>					
<b>FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER</b>					
Senior Companion Program	94.016		16SCANH001	\$ 384,450	
<b>CNCS TOTAL</b>				\$ 384,450	
<b>US DEPARTMENT OF TRANSPORTATION</b>					
<b>TRANSIT SERVICES PROGRAMS CLUSTER</b>					
Formula Grants for Rural Areas-Concord Transit	20.509	State of New Hampshire-Department of Transportation	NH-18-X046	\$ 1,236,484	
Formula Grants for Rural Areas	20.509	State of New Hampshire-Department of Transportation	3 Buses	432,046	
			TOTAL	1,668,530	
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT	20.513	State of New Hampshire-Department of Transportation	NH-18-X043	154,056	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20.513	State of New Hampshire-Department of Transportation	NH-18-X043	20,407	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20.513	State of New Hampshire-Department of Transportation	NH-65-X001	64,128	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Drivers	20.513	Merrimack County	NH-65-X001	844	
Enhanced Mobility of Seniors & Ind. W/Disabilities	20.513	State of New Hampshire-Department of Transportation	3 Buses	222,185	
			CLUSTER TOTAL	461,600	
<b>FEDERAL TRANSIT CLUSTER</b>					
Bus and Bus Facilities Formula & Discretionary Programs	20.526	State of New Hampshire-Department of Transportation	2 Buses	160,416	
<b>DOT TOTAL</b>				\$ 2,290,546	
<b>US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</b>					
<b>EMERGENCY SOLUTIONS GRANT</b>					
Emergency Solutions Grant	14.231	State of New Hampshire	05-95-42-423010-7927	\$ 21,586	
CV-Emergency Solutions Grant	14.231	State of New Hampshire	05-95-42-423010-7927	430,021	
			TOTAL	451,607	
CV-CDBG State's Program & Non-Entitlement Grants in Hawaii	14.228	CDFA	20-007-CDPS-CV3-CVPS	20,861	
Supportive Housing	14.235	State of New Hampshire	05-95-42-423010-7927-102-500731	142,106	
Continuum of Care Program	14.267	State of New Hampshire	05-95-42-423010-7927-102-500731	34,947	
<b>HUD TOTAL</b>				\$ 649,521	
<b>US DEPARTMENT OF ENERGY</b>					
Weatherization Assistance for Low Income Persons	01.042	State of New Hampshire	01-02-02-024010-77060000	\$ 269,908	
<b>DOE TOTAL</b>				\$ 269,908	
<b>US DEPARTMENT OF LABOR</b>					
Senior Community Service Employment Program	17.235	State of New Hampshire	03-22-22-330510-1453000	\$ 367,195	
<b>DOL TOTAL</b>				\$ 367,195	
<b>U.S. DEPARTMENT OF THE TREASURY</b>					
Coronavirus Relief Fund	21.019	State of New Hampshire	SS-2021-BHS-03-HOUSI-02	\$ 24,205	
Emergency Rental Assistance Program	21.023	Governor's Office for Emergency Relief & Recovery		15,252,459	
<b>US TREASURY TOTAL</b>				\$ 15,276,664	
<b>TOTAL</b>				\$ 40,785,147	\$ 6,749,278

See Notes to the Schedule of Expenditures of Federal Awards

**COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED FEBRUARY 28, 2022**

**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, 2022. 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**

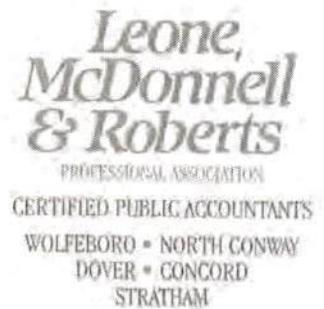
Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on 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.



**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, 2022, 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 September 8, 2022.

***Report on 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) as a basis for designing 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.

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. 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 or significant deficiencies may exist that were not identified.

***Report on Compliance and Other Matters***

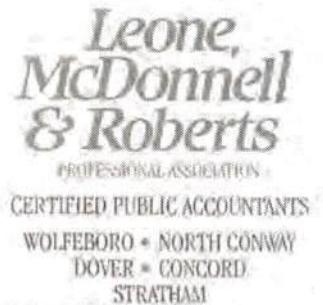
As part of obtaining reasonable assurance about whether Community Action Program Belknap-Merrimack Counties, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of the financial statements. 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  
September 8, 2022



**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***

***Opinion on 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, 2022. 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.

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, 2022.

***Basis for Opinion on Each Major Federal Program***

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). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Community Action Program Belknap-Merrimack Counties, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the compliance requirements referred to above.

### ***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Community Action Program Belknap-Merrimack Counties, Inc.'s federal programs.

### ***Auditors' Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Community Action Program Belknap-Merrimack Counties, Inc.'s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances 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 Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### ***Report on 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 Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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 McDermott & Roberts  
Professional Association*

Concord, New Hampshire  
September 8, 2022

**COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED FEBRUARY 28, 2022**

**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. No significant deficiencies relating to the audit of the 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 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, Aging Cluster 93.044, 93.045 and 93.053; U.S. Department of Transportation, Formula Grants for Rural Areas, 20.509;
  - U.S. Department of the Treasury, Emergency Rental Assistance Program, 21.023.
8. The threshold for distinguishing Type A and B programs was \$1,223,554.
9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to not be a low-risk auditee.

**FINDINGS - FINANCIAL STATEMENTS AUDIT**

None

**FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT**

None

**COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.**

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS  
FOR THE YEAR ENDED FEBRUARY 28, 2022**

**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.

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

*Current Status:* Accounts have been reconciled accurately and in a timely manner. Not a repeated finding in the current year.



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



### BOARD OF DIRECTORS

Dennis T. Martino, <i>President</i> Board member since: 2/24/2005	Tracy Vergason Board member since: 5/12/2022
Chris Pyles, <i>Vice President</i> Board member since: 1/14/2021	Theresa M. Cromwell Board member since: 5/10/2005
Safiya Wazir, <i>Treasurer</i> Board member since: 11/2/2016	Kathy Goode Board member since: 10/29/2009
A. Bruce Carri, <i>Secretary/Clerk</i> Board member since: 3/12/2020	Sara A. Lewko Board member since: 2/21/2001
Heather Brown Board member since: 1/15/2009	David Siff, Esq. Board member since: 10/2/2013
Ashley Reed HS Policy Council Chairperson Board member since: 5/12/2022	David Croft Board member since: 5/13/2021

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

## **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 & Housing Stabilization Manager 2/2019 to Current

As a Homeless Outreach & Housing Stabilization Manager my responsibilities include Managing a team 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

# 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

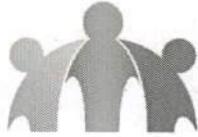
Sold specific Launch items and credit cards, demonstrated proficiency using the POS system, assisted management with handling money, organized the store in an appealing manner and assisted customers.

**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.



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



**Department of Health and Human Services**  
**Office of Human Services**

**Continuum of Care – Rapid Re-Housing (RRH) Program - Amendment #3**  
**12/01/2022 – 11/30/2023**

**KEY PERSONNEL SALARIES AND ALLOCATION**

<b>Name</b>	<b>Job Title</b>	<b>Salary</b>	<b>% Paid from this Contract</b>	<b>Amount Paid from this Contract</b>
Freeman Toth	Housing Stabilization & Homeless Outreach Manager	\$ 49,588.50	10%	\$ 4,958.85
Susanna Allen	Housing Stabilization Coordinator	\$ 41,106.00	40%	\$16,442.40

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20  
MAC

Lori A. Shiblette  
Commissioner

Christine L. Santaniello  
Associate Commissioner

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

October 27, 2021

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

NOV04'21 AM 8:15 RCVD

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend an existing contract with Community Action Program Belknap Merrimack Counties, Inc. (VC#177203), Concord NH, for the ongoing provision of Permanent Housing and Supportive Services to individuals and families who are experiencing homelessness through the Federal Continuum of Care Program, by exercising a contract renewal option by increasing the price limitation by \$185,162 from \$360,292 to \$545,454 and extending the completion date from November 30, 2021 to November 30, 2022, effective December 1, 2021, upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on October 23, 2019, item #23 and most recently amended with Governor and Council approval on October 21, 2020, item #12.

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

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102/500731	Contracts for Program Services	TBD	\$105,701	\$0	\$105,701
2021	102/500731	Contracts for Program Services	TBD	\$179,970	\$0	\$179,970
2022	102/500731	Contracts for Program Services	TBD	\$74,621	\$0	\$74,621
2022	074-500589	Grants for Public Asst and Relief	TBD	\$0	\$108,011	\$108,011
2023	074-500589	Grants for Public Asst and Relief	TBD	\$0	\$77,151	\$77,151
<b>Sub Total</b>				<b>\$360,292</b>	<b>\$185,162</b>	<b>\$545,454</b>

### EXPLANATION

The purpose of this request is to continue providing the Permanent Housing program that delivers Rapid Re-housing, tenant-based rental assistance, service access, and supportive services to individuals and families who are experiencing homelessness. The program facilitates the placement of homeless and chronically homeless individuals and families in permanent housing while promoting self-sufficiency and independent living.

Approximately thirteen (13) households, consisting of individuals and/or families, will be served annually.

This program serves individuals and families experiencing homelessness who would otherwise likely be left in unsafe situations without permanent housing. Using the Housing First model, the Contractor develops Stabilization and Crisis Management plans to facilitate each participant's movement into sustained permanent housing. Additionally, the Contractor works to maximize each participant's ability to live more independently by providing connections to community and mainstream services.

The Department will monitor contracted services using the following:

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information, as well as income and expense reports, to include match dollars.
- Data entry into the New Hampshire Homeless Management Information System, which is the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, of the original contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for the one (1) remaining year available.

Should the Governor and Council not authorize this request, there will be fewer permanent housing options and supportive services available, leaving vulnerable individuals and families experiencing homelessness in unsafe situations without a safety net. Additionally, the Department will be out of compliance with federal regulations, which could result in a loss of federal funding for these and other types of permanent housing and supportive service programs.

Area served: Belknap and Merrimack Counties.

Source of Federal Funds: Assistance Listing Number #14.267, FAIN #NH0100L1T002004

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

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2**

This Amendment to the Continuum of Care, Rapid Re-Housing Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Action Program Belknap-Merrimack Counties, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 23, 2019 (Item #23), as amended on October 21, 2020, (Item #12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, Section 2, Renewal, Subsection 2.1, 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 1.7, Completion Date, to read:  
November 30, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$545,454
3. Modify Exhibit A, Scope of Services, Section 1, by adding Subsection 1.10., to read:  
1.10. The Contractor shall facilitate file reviews conducted by the Department onsite or remotely, as determined by the Department, on an annual basis, or as otherwise requested by the Department, which may include, but are not limited to, participant files and financial data.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Subsection 1.2, Paragraph 1.2.4, to read:  
1.2.4. Grant Numbers:  
1.2.4.1 NH0100L1T001802 (December 1, 2019 through November 30, 2020)  
1.2.4.2 NH0100L1T001903 (December 1, 2020 through November 30, 2021)  
1.2.4.3 NH0100L1T002004 (December 1, 2021 through November 30, 2022)
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Subsection 1.2, Paragraph 1.2.7, Subparagraph 1.2.7.1, to read:  
1.2.7.1 December 1, 2019 – November 30, 2022, not to exceed Form P-37, General Provisions Block 1.8, Price Limitation.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Subsection 1.2, Paragraph 1.2.8, to read:  
1.2.8 Funds allocation under this agreement for the Continuum of Care Program are as follows:

	Description	December 1, 2019 through November 30, 2020	December 1, 2020 through November 30, 2021	December 1, 2021 through November 30, 2022	Total Cumulative Amount
1.2.8.1	Supportive Services:	\$11,700	\$11,700	\$11,700	\$35,100
1.2.8.2	Rental Assistance:	\$165,228	\$163,116	\$169,188	\$497,532
1.2.8.3	Administrative Expenses:	\$4,274	\$4,274	\$4,274	\$12,822
1.2.8.4	Total Program Amount:	\$181,202	\$179,090	\$185,162	\$545,454
1.2.8.5	Vendor Match (25%):	\$46,396	\$45,841	\$47,359	\$139,596

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3. Project Costs: Payment Schedule: Review by the State, Subsection 3.4, Payment of Project Costs:, Paragraph 3.4.1., to read:
  - 3.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Amendment #1, Budget through Exhibit B-2, Amendment #2, Budget, and as defined by HUD under the provisions of Public Law 102-550 and other applicable regulations, subject to the availability of sufficient funds.
8. Add Exhibit B-2 Amendment #2, Budget, which is attached hereto and incorporated by reference herein.

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

10/29/2021

Date

DocuSigned by:

*Christine Santaniello*

Name: CHRISTINE santaniello

Title: Associate Commissioner

Community Action Program Belknap-Merrimack Counties, Inc.

10/28/2021

Date

DocuSigned by:

*Jeanne Agri*

Name: Jeanne Agri

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

11/1/2021

Date

DocuSigned by:

J. Christopher Marshall

Name: J. Christopher Marshall

Title: Assistant Attorney General

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:

Exhibit B-2 Amendment #2, Budget

BMCAP RRR Program  
CoC Funds - NH0100L1T002004

SFY2022 - 12/1/21-6/30/22									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 98,693	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 98,693	\$ -	\$ -
Supportive Services	\$ 6,825	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,825	\$ -	\$ -
Administration	\$ 2,493	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,493	\$ -	\$ -
25% Required Match	\$ 27,626	\$ -	\$ -	\$ 27,626	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 135,637</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 27,626</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 108,011</b>	<b>\$ -</b>	<b>\$ -</b>

SFY2023 - 7/1/22-11/30/22									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 70,495	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,495	\$ -	\$ -
Supportive Services	\$ 4,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,875	\$ -	\$ -
Administration	\$ 1,781	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,781	\$ -	\$ -
25% Required Match	\$ 19,733	\$ -	\$ -	\$ 19,733	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 96,884</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 19,733</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 77,151</b>	<b>\$ -</b>	<b>\$ -</b>

TOTAL - 12/1/21-11/30/22									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 169,188	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 169,188	\$ -	\$ -
Supportive Services	\$ 11,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,700	\$ -	\$ -
Administration	\$ 4,274	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,274	\$ -	\$ -
25% Required Match	\$ 47,359	\$ -	\$ -	\$ 47,359	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 232,521</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 47,359</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 185,162</b>	<b>\$ -</b>	<b>\$ -</b>

Total W/O Match \$ 185,162

Contractor Initials: 

Date: 10/28/2021



Lori A. Sbibioette  
Commissioner

Christine L. Santanello  
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 15, 2020

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a **Sole Source** amendment to an existing contract with the vendor highlighted in bold below, for the ongoing provision of Permanent Housing and Supportive Services to individuals and families who are experiencing homelessness through the Federal Continuum of Care Program, by exercising a contract renewal option and increasing the total price limitation by \$179,090 from \$443,456 to \$622,546 and extending the completion date from November 30, 2020, to November 30, 2021, effective December 1, 2020, or upon Governor and Council approval, whichever is later. 100% Federal Funds.

The original contracts were approved as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
<b>Community Action Program Belknap Merrimack</b>	<b>177203-B001</b>	<b>Belknap &amp; Merrimack Counties</b>	\$181,202	\$179,090	\$360,292	O: 10/23/19 #23
Southwestern Community Services, Inc.	177511-R001	Sullivan County	\$71,012	\$0	\$71,012	O: 10/23/19 #23
Southwestern Community Services, Inc.	177511-R001	Sullivan County	\$117,669	\$0	\$117,669	O: 10/23/19 #23
The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management	174116-R001	Western Rockingham & Coos Counties	\$73,573	\$0	\$73,573	O: 10/23/19 #23
		<b>Total:</b>	<b>\$443,456</b>	<b>\$179,090</b>	<b>\$622,546</b>	

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, 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.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 2

### EXPLANATION

This request is **Sole Source** because the original contract was submitted as a sole source request and MOP 150 requires any subsequent amendment to be identified as a sole source request.

The purpose of this request is to continue providing a Permanent Housing program that delivers Rapid Re-housing, tenant-based rental assistance, service access and supportive services to individuals and families who are experiencing homelessness. The program facilitates the movement of homeless and chronically homeless individuals and families to permanent housing and maximum self-sufficiency. Approximately thirteen (13) households, consisting of individuals and, or, families, will be served from December 1, 2020, to November 30, 2021.

Using the Housing First model and the development of Stabilization and Crisis Management plans, vendors facilitate each participant's movement into sustained permanent housing while providing connections to community and mainstream services to maximize each participant's ability to live more independently.

The Department will monitor contracted services using the following tools:

- Annual reviews relating to compliance with administrative rules and contractual agreements.
- Semi-annual statistical reports, including various demographic information and income and expense reports, to include match dollars.
- All vendors funded through these contracts will report through the timely and accurate entry of data into the New Hampshire Homeless Management Information System. This will be the primary reporting tool for outcomes and activities of shelter and housing programs.

As referenced in Exhibit C-1, Revisions to Standard Contract Language, Section 2., Renewal, of the original contract, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

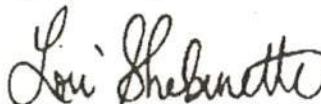
Should the Governor and Council not authorize this request, there will be fewer permanent housing options and supportive services available, leaving vulnerable individuals and families, in unsafe and deadly situations, without a safety net. Additionally, the Department will be out of compliance with federal regulations, which could result in a loss of federal funding for these and other types of permanent housing and supportive service programs.

Area served: Belknap and Merrimack Counties.

Source of Funds: CFDA #14.267, FAIN #: NH0100L1T001802, NH0100L1T001903.

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**

**05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING-SHELTER PROGRAM**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203-B001)  
(Rapid Re-Housing, Permanent Housing Program)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102/500731	Contracts for Program Services	TBD	\$105,701	\$0	\$105,701
2021	102/500731	Contracts for Program Services	TBD	\$75,501	\$104,469	\$179,970
2022	102/500731	Contracts for Program Services	TBD	\$0	\$74,621	\$74,621
<b>Sub Total</b>				<b>\$181,202</b>	<b>\$179,090</b>	<b>\$360,292</b>

**Southwestern Community Services, Inc. (Vendor 177511-R001)  
(Central Street, Permanent Housing Program)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102/500731	Contracts for Program Services	TBD	\$47,341	\$0	\$47,341
2021	102/500731	Contracts for Program Services	TBD	\$23,671	\$0	\$23,671
2022	102/500731	Contracts for Program Services	TBD	\$0	\$0	\$0
<b>Sub Total</b>				<b>\$71,012</b>	<b>\$0</b>	<b>\$71,012</b>

**Southwestern Community Services, Inc. (Vendor #177511-R001)  
(Fresh Steps Permanent Housing Program)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102/500731	Contracts for Program Services	TBD	\$78,445	\$0	\$78,445
2021	102/500731	Contracts for Program Services	TBD	\$39,224	\$0	\$39,224
2022	102/500731	Contracts for Program Services	TBD	\$0	\$0	\$0
<b>Sub Total</b>				<b>\$117,669</b>	<b>\$0</b>	<b>\$117,669</b>

**The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management (Vendor #174116-R001)  
(Shelter Plus Care Permanent Housing Program)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2020	102/500731	Contracts for Program Services	TBD	\$30,655	\$0	\$30,655
2021	102/500731	Contracts for Program Services	TBD	\$42,918	\$0	\$42,918
2022	102/500731	Contracts for Program Services	TBD	\$0	\$0	\$0
<b>Sub Total</b>				<b>\$73,573</b>	<b>\$0</b>	<b>\$73,573</b>

<b>Grand Total</b>				<b>\$443,456</b>	<b>\$179,090</b>	<b>\$622,546</b>
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**New Hampshire Department of Health and Human Services  
Continuum of Care, Rapid Re-Housing Program**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Continuum of Care, Rapid Re-Housing Program Contract**

This 1<sup>st</sup> Amendment to the Continuum of Care, Rapid Re-Housing Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap-Merrimack Counties, Inc., (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 2 Industrial Park Drive, Concord NH 03302-1016.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 23, 2019 (Item #23), 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 18, and Exhibit C-1, Revisions to Standard Contract Language, Section 2, Renewal, Subsection 2.1, the Contract may be amended and extended 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 1.7, Completion Date, to read:  
November 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$360,292.
3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Subsection 1.2, Paragraph 1.2.4, to read:  
1.2.4. Grant Numbers:  
1.2.4.1 NH0100L1T001802 (December 1, 2019 through November 30, 2020).  
1.2.4.2 NH0100L1T001903 (December 1, 2020 through November 30, 2021).
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Subsection 1.2, Paragraph 1.2.7, Subparagraph 1.2.7.1, to read:  
1.2.7.1 December 1, 2019 – November 30, 2021, not to exceed \$360,292
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Subsection 1.2, Paragraph 1.2.8, to read:  
1.2.8 Funds allocation under this agreement for the Continuum of Care Program are as follows:

	Description	December 1, 2019 through November 30, 2020	December 1, 2020 through November 30, 2021	Total Cumulative Amount
1.2.8.1	Supportive Services:	\$11,700	\$11,700	\$23,400
1.2.8.2	Rental Assistance:	\$165,228	\$163,116	\$328,344
1.2.8.3	Administrative Expenses:	\$4,274	\$4,274	\$8,548
1.2.8.4	Total Program Amount:	\$181,202	\$179,090	\$360,292
1.2.8.5	Vendor Match (25%):	\$46,396	\$45,841	\$92,237

**New Hampshire Department of Health and Human Services  
Continuum of Care, Rapid Re-Housing Program**



6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3. Project Costs: payment Schedule: Review by the State, Subsection 3.4, Payment of Project Costs:, Paragraph 3.4.1., to read:
  - 3.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Amendment #1, Budget, and as defined by HUD under the provisions of Public Law 102-550 and other applicable regulations, subject to the availability of sufficient funds.
7. Modify Exhibit B-1, Budget Sheet, by deleting and replacing it in its entirety with Exhibit B-1 Amendment #1, Budget, which is attached hereto and incorporated by reference herein.
8. Delete Exhibit B-2, Budget Sheet in its entirety.

**New Hampshire Department of Health and Human Services  
Continuum of Care, Rapid Re-Housing Program**



All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive 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

9/28/20  
Date

Christine Santaniello  
Name: Christine Santaniello  
Title: Director

Community Action Program Belknap-Merrimack Counties

9/24/2020  
Date

Jeanne Agri  
Name: Jeanne Agri  
Title: Executive Director

**New Hampshire Department of Health and Human Services  
Continuum of Care, Rapid Re-Housing Program**



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

OFFICE OF THE ATTORNEY GENERAL

10/02/20  
Date

Catherine Pinos  
Name: Catherine Pinos, Attorney  
Title:

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:

LNHR B-1 Amendment #1 Budget

BMCAP RRH Program  
 CoC Funds - NH0100L1T001802  
 CoC Funds - NH0100L1T001903

**SFY2020 - 12/1/19-6/30/20 (NH0100L1T001802)**

Activity Name	PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 86,343						\$ 86,343.00		
Supportive Services	\$ 4,875						\$ 4,875		
Administration	\$ 2,492						\$ 2,492		
25% Required Match	\$ 26,741						\$ 27,045		
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 119,451</b>						<b>\$ 119,755</b>		

**SFY2021 - 06/30/20-11/30/21 (NH0100L1T001802)**

Activity Name	PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 86,648						\$ 86,648.00		
Supportive Services	\$ 4,875						\$ 4,875		
Administration	\$ 1,781						\$ 1,781		
25% Required Match	\$ 18,100						\$ 18,328		
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 111,404</b>						<b>\$ 111,632</b>		

**TOTAL - 12/1/19-11/30/20 (NH0100L1T001802)**

Activity Name	PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 163,228						\$ 163,228.00		
Supportive Services	\$ 11,700						\$ 11,700		
Administration	\$ 4,274						\$ 4,274		
25% Required Match	\$ 45,841						\$ 45,373		
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 224,043</b>						<b>\$ 224,575</b>		

**SFY2021 - 12/1/20-6/30/21 (NH0100L1T001903)**

Activity Name	PROGRAM COST			SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 84,151						\$ 84,151.00		
Supportive Services	\$ 8,825						\$ 8,825		
Administration	\$ 2,492						\$ 2,492		
25% Required Match	\$ 26,741						\$ 26,741		
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 122,209</b>						<b>\$ 122,209</b>		

**SFY2022 - 7/1/21-11/30/21 (NH0100L1T001903)**

Activity Name	PROGRAM COST			SHARE			SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 87,863						\$ 87,863.00		
Supportive Services	\$ 4,875						\$ 4,875		
Administration	\$ 1,781						\$ 1,781		
25% Required Match	\$ 18,100						\$ 18,100		
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 112,619</b>						<b>\$ 112,619</b>		

**TOTAL - 12/1/20-11/30/21 (NH0100L1T001903)**

Activity Name	PROGRAM COST			SHARE			SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	\$ 163,146						\$ 163,146.00		
Supportive Services	\$ 11,700						\$ 11,700		
Administration	\$ 4,274						\$ 4,274		
25% Required Match	\$ 45,841						\$ 45,841		
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 224,961</b>						<b>\$ 224,961</b>		

Total WFO Match 3 369,871

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Jeffrey A. Meyers  
Commissioner

Christine L. Santanella  
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 30, 2019

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 sole source agreements with the vendors listed below to provide Permanent Housing programs and Supportive Services to individuals and families facing homelessness through the Federal Continuum of Care Program in an amount not to exceed \$443,456, effective per the dates indicated in the table below, upon Governor and Executive Council approval, through the completion dates indicated in the table below. 100% Federal Funds.

Vendor Name	Vendor #	Location	Effective Date	Completion Date	Total Amount
Community Action Program Belknap-Merrimack Counties, Inc.	177203-B003	Belknap & Merrimack Counties	12/1/19	11/30/20	\$181,202
Southwestern Community Services, Inc.	177511-R001	Sullivan County	11/01/19	10/31/20	\$71,012
Southwestern Community Services, Inc.	177511-R001	Sullivan County	11/01/19	10/31/20	\$117,669
The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management	174116-R001	Western Rockingham & Coos Counties	12/1/19	11/30/20	\$73,573
				<b>Total</b>	<b>\$443,456</b>

Funds are available in the following account for State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**SEE ATTACHED FISCAL DETAILS****EXPLANATION**

These requests are sole source because federal regulations require the Department to specify each vendor's name during the annual, federal Continuum of Care Program renewal application process, prior to the grant award being issued. The U.S. Department of Housing and Urban Development (HUD) reviews the applications and subsequently awards funding based on its criteria. The application process and timing of grant terms do not align with state or federal fiscal years. The start date of a grant is based on the month in which each grant's original federal agreement was issued. This results in Continuum of Care Program grant start dates, and subsequent renewal approval requests, occurring in various months throughout the year.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

The purpose of these requests is for the provision of Permanent Housing programs that deliver rental and leasing assistance, service access, supportive services and associated administrative services for individuals and families who face chronic homelessness to promote the ability of participants to live more independently.

Collectively, these vendors will provide permanent housing and supportive services to a minimum of eighty (80) participants for the total contract period among all agreements in this submission from November 1, 2019 through November 30, 2020.

The attached agreements represent four (4) of thirty (30) total annual agreements, many of which have renewal dates dispersed throughout the calendar year, with vendors who are located throughout the state, to ensure ongoing, statewide delivery of housing services through New Hampshire's Continuum of Care Program.

Using the Housing First model and the development of Stabilization and Crisis Management plans, the vendors will facilitate participants' movement into sustained permanent housing while providing connections with community services to maximize the participant's ability to live more independently.

HUD established the Continuum of Care concept to support communities in their efforts to address the problems of housing instability and homelessness in a coordinated, comprehensive, and strategic fashion. The Continuum of Care serves three main purposes:

- (1) A strategic planning process for addressing homelessness in the community.
- (2) A process to engage broad-based, community-wide involvement in addressing homelessness on a year-round basis.
- (3) An opportunity for communities to submit an application to the U.S. Department of Housing and Urban Development for resources targeting housing and support services for individuals and families who face homelessness.

The Bureau ensures contract compliance and vendor performance in the following ways:

- (1) Annual compliance reviews are performed and include the collection of data relating to compliance with administrative rules and contractual agreements.
- (2) Statistical reports are submitted by the vendor on a semi-annual basis which include various demographic information and income and expense reports, including match dollars.
- (3) Each vendor is required to maintain timely and accurate data entry in the New Hampshire Homeless Management Information System. The NH Homeless Management Information System is the primary reporting tool for outcomes and activities of shelter and housing programs funded through these contracts.

As referenced in Exhibit C-1 of these agreements, the parties have the option to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize these requests, supportive services for individuals and families who face homelessness in the areas served by the vendors may not be available in their communities, additionally there may be an increase in demand for services placed upon each region's local welfare authorities. It may also result in individuals and families becoming homeless.

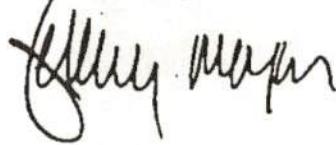
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 3

Area served: Belknap, Coos, Merrimack, Sullivan and Western Rockingham Counties; a minimum of eighty (80) individuals and/or families will be served collectively.

Source of funds: 100% Federal Funds from the U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Catalog of Federal Domestic Assistance Number (CFDA) #14.267. FAIN #s: NH0100L1T001802; NH0066L1T001805; NH0079L1T001805; and NH0001L1T0011806.

In the event that the Federal funds become no longer available, General funds will not be requested to support these programs.

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner

**FISCAL DETAILS SHEET**

**05-95-42-423010-7927 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
HUMAN SERVICES, HOMELESS HOUSING, HOUSING- SHELTER PROGRAM**

**Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203-B003)  
(Rapid Re-Housing, Permanent Housing Program)**

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2020	102-500731	Contracts for Program Services	TBD	\$105,701.00
2021	102-500731	Contracts for Program Services	TBD	\$75,501.00
			<b>Sub-Total</b>	<b>\$181,202.00</b>

**Southwestern Community Services, Inc. (Vendor 177511-R001)  
(Central Street, Permanent Housing Program)**

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2020	102-500731	Contracts for Program	TBD	\$47,341.00
2021	102-500731	Contracts for Program	TBD	\$23,671.00
			<b>Sub-Total</b>	<b>\$71,012.00</b>

**Southwestern Community Services, Inc. (Vendor #177511-R001)  
(Fresh Steps, Permanent Housing Program)**

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2020	102-500731	Contracts for Program	TBD	\$78,445.00
2021	102-500731	Contracts for Program	TBD	\$39,224.00
			<b>Sub-Total</b>	<b>\$117,669.00</b>

**The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management (Vendor #174116-R001)  
(Shelter Plus Care Permanent Housing Program)**

State Fiscal Year	Class/Account	Class Title	Job Number	Amount
2020	102-500731	Contracts for Program	TBD	\$30,655.00
2021	102-500731	Contracts for Program	TBD	\$42,918.00
			<b>Sub-Total</b>	<b>\$73,573.00</b>
			<b>Grand Total</b>	<b>\$443,456.00</b>

Subject: Continuum of Care, Rapid Re-Housing Program, SS-2020-BHS-04-PERMA-26

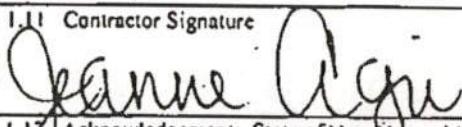
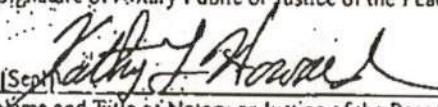
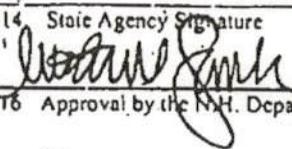
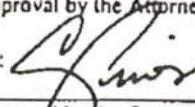
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name 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-Merrimack Counties, Inc.		1.4 Contractor Address 2 Industrial Park Drive PO Box 1016 Concord, NH 03302-1016	
1.5 Contractor Phone Number (603)225-3295	1.6 Account Number 05-95-42-423010-7927 102-500731	1.7 Completion Date November 30, 2020	1.8 Price Limitation \$181,202
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeanne Agri, Executive Director	
1.13 Acknowledgement: State of New Hampshire County of Merrimack On <u>9/26/2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace KATHY L. HOWARD Notary Public, NH My Commission Expires October 17, 2023			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Christine Santamore, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  CATHERINE PINOS On: <u>10/2/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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.

#### 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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. **WAIVER OF BREACH.** 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.

17. **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.

18. **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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

New Hampshire Department of Health and Human Services  
Continuum of Care Program



Exhibit A

SCOPE OF SERVICES

Rapid Re-Housing, Permanent Housing Program

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date; submitted to:  
NH DHHS  
Bureau of Housing Supports  
105 Pleasant Street  
Concord, NH 03301.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the services described herein, the State, through the Bureau of Housing Supports (BHS), has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this agreement, the Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.300.
- 1.4. Notwithstanding the confidentiality procedures established under 24 CFR 578.103(b), US Department of Housing and Urban Development (HUD), the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the Continuum of Care (CoC) grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.
- 1.5. The Contractor shall maintain adherence to federal and state financial and confidentiality laws, and agrees to comply with the program narratives, budget detail and narrative, and amendments thereto, as detailed in the applicable Notice of Funding Available (NOFA) CoC Project Application approved by HUD.
- 1.6. The Contractor shall provide services according to HUD regulations outlined in Public Law 102-550 and 24 CFR 578 and other written, appropriate HUD policies and directives.
- 1.7. All programs shall be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. Refer to Exhibit K for information security requirements and Exhibit I for privacy and security requirements for protected health information.
- 1.8. The Contractor shall cooperate fully with and answer all questions, related to this contract, of representatives of the State or Federal agencies who may conduct a periodic review of performance or an inspection of records.
- 1.9. The Contractor shall support the primary goal of this program, which is to facilitate the movement of homeless and chronically homeless individuals and families to permanent housing and maximum self-sufficiency.

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Exhibit A

2. Scope of Services

- 2.1. The Contractor shall implement a Coordinated Entry System for all projects funded by the CoC Program, Emergency Solutions Grants Program, and Housing Opportunities for Persons with AIDS Program, in accordance with CoC interim rule, 24 CFR 578.
- 2.2. The Contractor shall provide a Rapid Re-Housing, Permanent Housing program that is targeted to serve thirty-seven (37) homeless individuals and families, which includes but is not limited to:
  - 2.2.1. Utilization of the "Housing First" model, ensuring barriers to entering housing are not imposed beyond those required by regulation or statute, and will only terminate project participation for the most severe reasons, once available options have been exhausted to help a participant maintain housing; and
  - 2.2.2. The development of a stabilization plan and crisis management plan with the participant, at intake and, at a minimum, annually. An ongoing Assessment of Housing and Supportive Services is required, with the ultimate goal being assistance to the participant in obtaining the skills necessary to live in the community independently.
- 2.3. The Contractor shall establish and maintain standard operating procedures to ensure CoC program funds are used in accordance with 24 CFR 578 and must establish and maintain sufficient records to enable HUD and BHS to determine Contractor requirement compliance, including:
  - 2.3.1. Continuum of Care Records: The Contractor shall maintain the following documentation related to establishing and operating a CoC:
    - 2.3.1.1. Records of Homeless Status. The Contractor shall maintain acceptable evidence of homeless status in accordance with 24 CFR 576.500(b);
    - 2.3.1.2. Records of at Risk of Homelessness Status: The Contractor shall maintain records that establish "at risk of homelessness" status of each individual or family who receives CoC homelessness prevention assistance, as identified in 24 CFR 576.500(c); and
    - 2.3.1.3. Records of Reasonable Belief of Imminent Threat of Harm. The Contractor shall maintain documentation of each program participant who moved to a different CoC due to imminent threat of further domestic violence, dating violence, sexual assault, or stalking, as defined in 24 CFR 578.51(c)(3). The Contractor shall retain documentation that includes, but is not limited to:
      - 2.3.1.3.1 The original incidence of domestic violence, dating violence, sexual assault, or stalking, only if the original violence is not already documented in the program participant's case file. This may be written observation of the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; medical or dental records; court records or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household; and
      - 2.3.1.3.2 The reasonable belief of imminent threat of further domestic violence, dating violence, or sexual assault or stalking; which would include threats from a third-party, such as a friend or family member of the perpetrator of the violence. This may be written observation by the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought

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Continuum of Care Program



Exhibit A

assistance; current restraining order; recent court order or other court records; law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts; or a written certification by the program participant to whom the violence occurred or the head of household.

- 2.3.1.4. Records of Annual Income. For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the Contractor shall keep the following documentation of annual income:
- 2.3.1.4.1. Income evaluation form specified by HUD and completed by the Contractor;
  - 2.3.1.4.2. Source documents, which may include the most recent wage statement, unemployment compensation statement, public benefits statement, and bank statements for the assets held by the program participant and income received before the date of the evaluation; and
  - 2.3.1.4.3. To the extent that source documents are unobtainable, a written statement by a relevant third party, which may include an employer or a government benefits administrator, or the written certification by the Contractor's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or
  - 2.3.1.4.4. To the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the three (3) month period following the evaluation.
- 2.3.1.5. Program Participant Records. In addition to evidence of homelessness status or at-risk-of-homelessness status, as applicable, the Contractor shall keep records for each program participant that document:
- 2.3.1.5.1. The services and assistance provided to that program participant, including evidence that the Contractor has conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in 24 CFR 578.37(a)(1)(ii)(F); and
  - 2.3.1.5.2. Where applicable, compliance with the termination of assistance requirement in 24 CFR 578.91.
- 2.3.1.6. Housing Standards. The Contractor shall retain documentation of compliance with the housing standards in 24 CFR 578.75(b), including inspection reports.
- 2.3.1.7. Services Provided. The Contractor shall document the types of supportive services provided under the Contractor's program and the amounts spent on those services. The Contractor shall keep documentation that the records were reviewed at least annually and that the service package offered to program participants was adjusted as necessary.
- 2.4. The Contractor shall maintain records that document compliance with:
- 2.4.1. The Organizational conflict-of-interest requirements in 24 CFR 578.95(c);
  - 2.4.2. The Continuum of Care Board conflict-of-interest requirements in 24 CFR 578.95(b); and

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Exhibit A

- 2.4.3. The Other Conflicts requirements in 24 CFR 578.95(d).
- 2.5. The Contractor shall develop, implement and retain a copy of the personal conflict-of-interest policy that complies with the requirements in 24 CFR 578.95, including records supporting any exceptions to the personal conflict-of-interest prohibitions.
- 2.6. The Contractor shall comply and retain documentation of compliance with:
- 2.6.1. The Homeless Participation requirements in accordance with 24 CFR 578.75(g);
- 2.6.2. The Faith-based Activities requirements in accordance with 24 CFR 578.87(b);
- 2.6.3. Affirmatively Furthering Fair Housing by maintaining copies of all marketing, outreach, and other materials used to inform eligible persons of the program in accordance with 24 CFR 578.93(c);
- 2.6.4. Other Federal Requirements in 24 CFR 578.99, as applicable;
- 2.6.5. Other Records Specified by HUD. The Contractor must keep other records as specified by HUD; and
- 2.6.6. Procurement Requirements in 24 CFR 85.36 and 24 CFR part 84.
- 2.7. Confidentiality. In addition to meeting specific confidentiality and security requirements for HMIS data (76 FR 76917), the Contractor shall develop and implement written procedures to ensure:
- 2.7.1. All records containing protected identifying information of any individual or family who applies for and/or receives Continuum of Care assistance shall be kept secure and confidential;
- 2.7.2. The address or location of any family violence project assisted with Continuum of Care funds shall not be made public, except with written authorization of the person responsible for the operation of the project; and
- 2.7.3. The address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the recipient or subrecipient and consistent with State and local laws regarding privacy and obligations of confidentiality.
- 2.8. Period of Record Retention. The Contractor shall ensure all records, originals or copies made by microfilming, photocopying, or other similar methods, pertaining to Continuum of Care funds are retained for five (5) years following the Contract Completion Date and receipt of final payment by the Contractor unless records are otherwise required to be maintained for a period in excess of the five (5) year period according to state or federal law or regulation.
3. Program Reporting Requirements
- 3.1. The Contractor shall submit the following reports:
- 3.1.1. Annual Performance Report (APR): Within thirty (30) days after the Contract Completion Date, an APR shall be submitted to BHS that summarizes the aggregate results of the Project Activities, showing in particular how the Contractor is carrying out the project in the manner proposed in the application submitted to HUD for the relevant fiscal year NOFA. The APR shall be in the form required or specified by the State, and submitted to the address listed in section 1.1. Exhibit A; and
- 3.1.2. Other Reports as requested by the State in compliance with NH HMIS policy.

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Continuum of Care Program



Exhibit A

**4. Contract Administration**

- 4.1. The Contractor shall have appropriate levels of staff to attend all meetings or trainings requested by BHS, including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.
- 4.2. The Contractor shall inform BHS of any staffing changes within thirty (30) days of the change.

**5. Performance Measures**

- 5.1. The Contractor shall adhere to all terms and conditions as set forth in the applicable HUD Project Application #SF-424.
  - 5.1.1. The Contractor shall abide by the performance measures as detailed in all applicable HUD regulations including, but not limited to the following:
    - 5.1.1.1. <https://www.hudexchange.info/programs/coc/system-performance-measures/#guidance>;
    - 5.1.1.2. 24 CFR 578; Continuum of Care Program; and
    - 5.1.1.3. Public Law 102-550.
  - 5.1.2. The Contractor shall be accountable to all performance measures as detailed in the Annual Performance Report Section 3, Exhibit A.
- 5.2. The Bureau Administrator of BHS, or designee, may observe performance, activities and documents under this Agreement.

**6. Deliverables**

- 6.1. The Contractor shall implement and participate in the Coordinated Entry System, as detailed in Section 2.1., Scope of Services, Exhibit A, in accordance with the CoC Program interim rule, 24 CFR Part 578 and as amended.
- 6.2. The Contractor shall provide a permanent housing program as outlined in Section 2.2., Scope of Services, Exhibit A and other written HUD policies and directives as appropriate.
- 6.3. The Contractor shall provide accurate and timely reporting as detailed in Section 3., Program Reporting Requirements, Exhibit A.
- 6.4. The Contractor shall be subject to all performance measures as outlined in Section 5, Performance Measures, Exhibit A.



New Hampshire Department of Health and Human Services  
Continuum of Care Program

Exhibit B

METHOD AND CONDITIONS PRECEDENT TO PAYMENT

1. Rapid Re-Housing Permanent Housing Program Funding

- 1.1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
- 1.2. This Agreement is funded by the New Hampshire General Fund and/or by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:
  - 1.2.1. NH General Fund: 0%
  - 1.2.2. Federal Funds: 100%
  - 1.2.3. CFDA #: 14.267
  - 1.2.4. FAIN Number: NH0100L1T001802
  - 1.2.5. Federal Agency: U.S. Department of Housing & Urban Development (HUD)
  - 1.2.6. Program Title: Continuum of Care, Rapid Re-Housing Permanent Housing Program
  - 1.2.7. Total Amount Continuum of Care:
    - 1.2.7.1. December 1, 2019 – November 30, 2020: not to exceed \$181,202
  - 1.2.8. Funds allocation under this agreement for Continuum of Care Program;
    - 1.2.8.1. Administrative Expenses: \$4,274
    - 1.2.8.2. Supportive Services: \$11,700
    - 1.2.8.3. Rental Assistance: \$165,228
    - 1.2.8.4. Total program amount: \$181,202
    - 1.2.8.5. Vendor Match (25%) \$46,396
- 1.3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.

2. Financial Reports

- 2.1. As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:
  - 2.1.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with 2 CFR part 200.
  - 2.1.2. One (1) copy of the audited financial report within thirty (30) days of the completion of said report to the State at the following address:  
 NH DHHS  
 Bureau of Housing Supports  
 105 Pleasant Street  
 Concord, NH 03301
- 2.2. Conformance to 2 CFR part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR part 200.



**New Hampshire Department of Health and Human Services  
Continuum of Care Program**

**Exhibit B**

2.3. If the Contractor is not subject to the requirements of 2 CFR part 200, the Contractor shall submit one (1) copy of an audited financial report to the Department utilizing the guidelines set forth by the Comptroller General of the United States in "Standards for Audit of Governmental Organizations, Program Activities, and Functions," within ninety (90) days after contract completion date.

**3. Project Costs; Payment Schedule; Review by the State**

3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR part 200.

3.2. Continuum of Care funds may be used to pay for eligible costs listed in 24 CFR 578.39 through 578.63 when used to establish and operate projects under five program components: permanent housing; transitional housing; supportive services only; HMIS; and, in some cases, homeless prevention. Administrative costs are eligible for all components. All components are subject to the restrictions on combining funds for certain eligible activities in a single project found in 24 CFR 578.87(c).

**3.3. Match Funds:**

3.3.1. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies described in 24 CFR 578.73.

3.3.2. Match requirements are to be documented with each payment request.

3.3.3. The Contractor must match all grant funds except for leasing funds, with no less than twenty-five (25) percent of funds or in-kind contributions from other sources.

3.3.4. Cash match must be used for the cost of activities that are eligible under subpart D of 24 CFR 578. The Contractor shall:

3.3.4.1. Maintain records of the source and use of contributions made to satisfy the match requirement in 24 CFR 578.73.

3.3.4.2. Ensure records indicate the grant and fiscal year for which each matching contribution is counted.

3.3.4.3. Ensure records include methodologies that specify how the values of third party in-kind contributions were derived.

3.3.4.4. Ensure records include, to the extent feasible, volunteer services that are supported by the same methods used to support the allocation of regular personnel costs.

**3.4. Payment of Project Costs:**

3.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line items as specified in Exhibit B-1, Budget, and as defined by HUD under the provisions of Public Law 102-550 and other applicable regulations, subject to the availability of sufficient funds.



New Hampshire Department of Health and Human Services  
Continuum of Care Program

Exhibit B

- 3.4.2. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in Section 4. Expense Eligibility, Exhibit B. The Contractor must have written approval from the State prior to billing for any other expenses.
- 3.4.3. Payment of Project Costs shall be made through the utilization of funds as provided through the U.S. Department of Housing and Urban Development Title XIV Housing programs under the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act), Subtitle A-Housing Assistance (Public Law 102-550), in an amount and time period not to exceed as specified in section 1.2 Exhibit B.
- 3.4.4. Schedule of Payments:
- 3.4.4.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the fifteenth (15<sup>th</sup>) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
- 3.4.4.2. In lieu of hard copies submitted to the address listed in Section 2.1.2. Exhibit B., all invoices may be assigned an electronic signature and emailed to: [housingsupportsinvoices@dhhs.nh.gov](mailto:housingsupportsinvoices@dhhs.nh.gov)
- 3.4.4.3. The Contractor shall keep records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses.

3.5. Review of the State Disallowance of Costs:

- 3.5.1. At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date.
- 3.5.2. Upon such review, the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, informing the Contractor of any such disallowance.
- 3.5.3. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture.
- 3.5.4. 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, products, required report submissions, as detailed in Exhibits A and B, or NH-HMIS data entry requirements have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

4. Expense Eligibility

- 4.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize Continuum of Care Program funds specified in this Exhibit B from the HUD Continuum of Care Program, for contract services.



**New Hampshire Department of Health and Human Services  
Continuum of Care Program**

**Exhibit B**

**4.2. Operating Expenses:**

**4.2.1. Eligible operating expenses include:**

- 4.2.1.1. Maintenance and repair of housing.
- 4.2.1.2. Property taxes and insurance (including property and car).
- 4.2.1.3. Scheduled payments to reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost).
- 4.2.1.4. Building security for a structure where more than fifty (50) percent of the units or area is paid for with grant funds.
- 4.2.1.5. Utilities, including electricity, gas and water.
- 4.2.1.6. Furniture and equipment.

**4.2.2. Ineligible costs include:**

- 4.2.2.1. Rental assistance and operating costs in the same project.
- 4.2.2.2. Operating costs of emergency shelter and supportive service-only facilities.
- 4.2.2.3. Maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.

**4.3. Supportive Services**

4.3.1. Eligible supportive services costs must comply with all HUD regulations in 24 CFR 578.53, and are available to individuals actively participating in the permanent housing program.

**4.3.2. Eligible costs shall include:**

- 4.3.2.1. Annual assessment of Service Needs. The costs of the assessment required by 578.53(a) (2).
- 4.3.2.2. Assistance with moving costs. Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company.
- 4.3.2.3. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs.
- 4.3.2.4. Child Care. The costs of establishing and operating child care, and providing child-care vouchers, for children from families experiencing homelessness, including providing meals and snacks, and comprehensive and coordinated developmental activities are eligible.
- 4.3.2.5. Education Services. The costs of improving knowledge and basic educational skills are eligible.
- 4.3.2.6. Employment assistance and job training. The costs of establishing and operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to



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**Exhibit B**

- program participants in employment assistance and job training programs is also an eligible cost.
- 4.3.2.7. Food. The cost of providing meals or groceries to program participants is eligible.
  - 4.3.2.8. Housing search and counseling services. Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible.
  - 4.3.2.9. Legal services. Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with homeless individual or family's ability to obtain and retain housing.
  - 4.3.2.10. Life Skills training. The costs of teaching critical life management skills that may never have been learned or have been lost during course of physical or mental illness, domestic violence, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.
  - 4.3.2.11. Mental Health Services. Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals. Component services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.
  - 4.3.2.12. Outpatient health services. Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals.
  - 4.3.2.13. Outreach Services. The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.
  - 4.3.2.14. Substance abuse treatment services. The costs of program participant intake and assessment, outpatient treatment, group and individual counseling, and drug testing are eligible. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible.
  - 4.3.2.15. Transportation Services are described in 24CFR 578(e) (15).
  - 4.3.2.16. Utility Deposits. This form of assistance consists of paying for utility deposits. Utility deposits must be one-time, paid to utility companies.
  - 4.3.2.17. Direct provision of services. If the service described in 24CFR 578.53(e) (1)-(16) of this section is being directly delivered by the recipient or subrecipient, eligible costs for those services are described in 24 CFR 578(e) (17).
  - 4.3.2.18. Ineligible costs. Any cost not described as eligible costs under this section is not an eligible cost of providing supportive services using Continuum of Care program funds. Staff training and costs of obtaining professional licensure or certifications needed to provide supportive services are not eligible costs.



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4.3.2.19. Special populations. All eligible costs are eligible to the same extent for program participants who are unaccompanied homeless youth; persons living with HIV/AIDS; and victims of domestic violence, dating violence, sexual assault, or stalking.

4.4. Rental Assistance

- 4.4.1. Grant funds may be used for rental assistance for homeless individuals and families.
- 4.4.2. Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.
- 4.4.3. Rental assistance must be administered in accordance with the policies and procedures established by the Continuum as set forth in 24 CFR 578.7(a) (9) and 24 CFR 578.51. and may be:
  - 4.4.3.1. Short term, up to 3 months of rent;
  - 4.4.3.2. Medium term, for 3-24 months; or
  - 4.4.3.3. Long-term, for longer than 24 months.
- 4.4.4. Grant funds may be used for security deposits in an amount not to exceed 2 months of rent.
- 4.4.5. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.
- 4.4.6. Rental assistance will only be provided for a unit if the rent is reasonable, as determined by the Contractor, in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit.
- 4.4.7. The Contractor may use grant funds in an amount not to exceed one month's rent to pay for any damage to housing due to the action of a program participant. For Leasing funds only; Property damages may be paid only from funds paid to the landlord from security deposits.
- 4.4.8. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.
- 4.4.9. The Contractor must provide one of the following types of rental assistance: Tenant-based, Project-based, or Sponsor-based assistance as described by HUD in 24 CFR 578.51.
  - 4.4.9.1. Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. When necessary to facilitate the coordination of supportive services, recipients and subrecipients may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for the remainder of their period of participation. Short and medium term rental assistance provided under the Rapid Re-Housing program component must be tenant based rental assistance.



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- 4.4.9.2. Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor.
- 4.4.9.3. Project-based rental assistance is provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move.
- 4.4.9.4. For project-based, sponsor-based, or tenant-based rental assistance, program participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

4.5. Administrative Costs:

4.5.1. Eligible administrative costs include:

4.5.1.1. The Contractor may use funding awarded under this part, for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 24 CFR 578.43 through 578.57, because those costs are eligible as part of those activities.

4.5.1.2. General management, oversight, and coordination. Costs of overall program management, coordination, monitoring and evaluation. These costs include, but are not limited to, necessary expenditures for the following:

4.5.1.2.1. Salaries, wages, and related costs of the staff of the contractor's, or other staff engage in program administration.

4.5.1.2.1.1. In charging costs to this category, the contractor may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The contractor may only use one of these methods for each fiscal year grant. Program administration assignments include the following:

4.5.1.2.1.1.1. Preparing program budgets and schedules, and amendments to those budgets and schedules;

4.5.1.2.1.1.2. Developing systems for assuring compliance with program requirements;

4.5.1.2.1.1.3. Developing interagency agreements and agreements with subrecipients and Contractors to carry out program activities;

4.5.1.2.1.1.4. Monitoring program activities for progress and compliance with program requirements;



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- 4.5.1.2.1.1.5. Preparing reports and other documents related to the program for submission to HUD;
- 4.5.1.2.1.1.6. Coordinating the solution of audit and monitoring findings;
- 4.5.1.2.1.1.7. Preparing reports and other documents directly related to the program submission to HUD;
- 4.5.1.2.1.1.8. Evaluating program results against stated objectives;
- 4.5.1.2.1.1.9. Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in sections 4.5.1.2.1.1.1. through 4.5.1.2.1.1.8. above, Exhibit B.
- 4.5.1.2.1.1.10. Travel costs incurred for official business in carrying out the program;
- 4.5.1.2.1.1.11. Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services; and;
- 4.5.1.2.1.1.12. Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance, but not purchase, of office space.
- 4.5.1.2.1.1.13. Training on Continuum of Care requirements. Costs of providing training on Continuum of Care requirements and attending HUD-Sponsored Continuum of Care trainings.
- 4.5.1.2.1.1.14. Environmental review. Costs of carrying out the environmental review responsibilities under 24 CFR 578.31

**4.6. Leasing:**

4.6.1. When the Contractor is leasing the structure, or portions thereof, grant funds may be used to pay for 100 percent of the costs of leasing a structure or structures, or portions thereof, to provide housing or supportive services to homeless persons for up to three (3) years. Leasing funds may not be used to lease units or structures owned by the contractor, their parent organization, any other related organization(s), or organizations that are members of a partnership, where the partnership owns the structure, unless HUD authorized an exception for good cause.

**4.6.2. Requirements:**

- 4.6.2.1. Leasing structures. When grants are used to pay rent for all or part of a structure or structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable unassisted space.
- 4.6.2.2. Leasing individual units. When the grants are used to pay rent for individual housing units, the rent paid must reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, and management services. In addition, the rents may not exceed rents currently being charged for comparable units, and the rent paid may not exceed HUD-determined fair market rents.



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- 4.6.2.3. Utilities. If electricity, gas, and water are included in the rent, these utilities may be paid from leasing funds. If utilities are not provided by landlord, these utility costs are operating costs, except for supportive service facilities. If the structure is being used as a supportive service facility, then these utility costs are a supportive service cost.
- 4.6.2.4. Security deposits and first and last month's rent. The contractor may use grant funds to pay security deposits, in an amount not to exceed 2 months of actual rent. An advance payment of last month's rent may be provided to the landlord in addition to security deposit and payment of the first month's rent.
- 4.6.2.5. Occupancy agreements and subleases. Occupancy agreements and subleases are required as specified in 24 CFR 578.77(a).
- 4.6.2.6. Calculation of occupancy charges and rent. Occupancy charges and rent from program participants must be calculated as provided in 24 CFR 578.77.
- 4.6.2.7. Program income. Occupancy charges and rent collected from program participants are program income and may be used as provided under 24 CFR 578.97.
- 4.6.2.8. Transition. Refer to 24CFR 578.49(b)(8)
- 4.6.2.9. Rent paid may only reflect actual costs and must be reasonable in comparison to rents charged in the area for similar housing units. Documentation of rent reasonableness must be kept on file by the Contractor.
- 4.6.2.10. The portion of rent paid with grant funds may not exceed HUD-determined fair market rents.
- 4.6.2.11. The Contractor shall pay individual landlords directly; funds may not be given directly to participants to pay leasing costs.
- 4.6.2.12. Property damages may only be paid from money paid to the landlord for security deposits.
- 4.6.2.13. The Contractor cannot lease a building that it already owns to itself.
- 4.6.2.14. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.
- 4.7. The Contractor may charge program participants rent and utilities (heat, hot water); however, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 578.77). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.
- 4.8. The Contractor shall have any staff charged in full or part to this contract, or counted as match, complete weekly or bi-weekly timesheets.



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**Exhibit B**

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**5. Contractor Financial Management System**

- 5.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with 2 CFR part 200 or such equivalent system as the State may require.

11/19/2019

Exhibit B-1, Budget Sheet

Activity Name	TOTAL PROGRAM COST		CONTRACTOR SHARE		BMS SHARE	
	BUDGET	YTD	MONTHLY	YTD	BUDGET	YTD
Operating Costs	98,363	-	-	-	98,363	-
Supportive Services	8,825	-	-	-	8,825	-
Administration	2,493	-	-	-	-	-
25% Required Match	27,049	-	-	27,049	-	-
TOTAL HUD FUND/BALANCE	132,710	-	-	29,942	107,096	-

Community Action Program - Belknap/Merrimack  
R01

7/1/20-11/30/20

Exhibit B-2 Budget Sheet

CoC Funds	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Operating Costs	\$ 88,843	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,843.00	\$ -	\$ -
Supportive Services	\$ 4,875	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,875.00	\$ -	\$ -
Administration	\$ 1,781	\$ -	\$ -	\$ 1,781	\$ -	\$ -	\$ -	\$ -	\$ -
25% Required Match	\$ 19,329	\$ -	\$ -	\$ 19,329	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 114,828</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,110</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 73,720.00</b>	<b>\$ -</b>	<b>\$ -</b>

Contractor Initials JA  
Date 9-26-19

New Hampshire Department of Health and Human Services  
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**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** 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.
3. **Documentation:** 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.
4. **Fair Hearings:** 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.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Exhibit C - Special Provisions

Contractor Initials QA

Date 9.26.19

New Hampshire Department of Health and Human Services  
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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to 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.
  - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, 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.
  - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract 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 Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. Audit Liabilities: 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 Contract to which exception has been taken or which have been disallowed because of such an exception.
10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) 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.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a 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.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** 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 Contract 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.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

- 17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
- 18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

- 19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
  - 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

- 20.1. **COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.
- 20.4. **UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

New Hampshire Department of Health and Human Services  
Exhibit C-1



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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9.26.19

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

New Hampshire Department of Health and Human Services  
Exhibit D



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 Counties, Inc.

  
Name: Jeanne Agri  
Title: Executive Director

9/26/2019  
Date

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

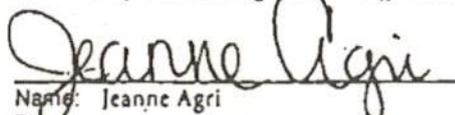
- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under 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-1.)
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 Counties, Inc.

  
Name: Jeanne Agri  
Title: Executive Director

9/26/2018  
Date:

New Hampshire Department of Health and Human Services  
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Vendor 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

New Hampshire Department of Health and Human Services  
Exhibit F



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 (11)(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.

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

*Jeanne Agri*  
 Name: Jeanne Agri  
 Title: Executive Director

9/26/2019  
Date

Vendor Initials OA  
Date 9.26.19

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 Vendor 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:

Vendor 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.

Exhibit G

Vendor Initials

JA

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections

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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

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

*Jeanne Agri*  
Name: Jeanne Agri  
Title: Executive Director

9/26/2019  
Date

Exhibit G

Vendor Initials JA

Certification of Compliance with requirements pertaining to Federal nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 9.26.19

New Hampshire Department of Health and Human Services  
Exhibit H



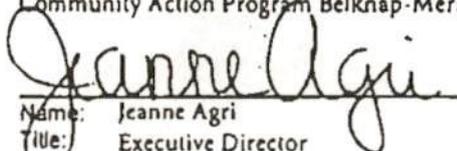
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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 Vendor 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 Vendor 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.

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

  
Name: Jeanne Agri  
Title: Executive Director

9/26/2019  
Date

New Hampshire Department of Health and Human Services



Exhibit I

**HEALTH INSURANCE PORTABILITY  
ACT BUSINESS ASSOCIATE  
AGREEMENT**

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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, Title XIII, 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.

3/2014

Vendor Initials

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Date

9.26.19

New Hampshire Department of Health and Human Services



Exhibit I

- I. "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

JA

New Hampshire Department of Health and Human Services



Exhibit I

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:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o 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 (I). 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

New Hampshire Department of Health and Human Services



Exhibit I

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 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

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Exhibit I

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.

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Date 9.26.19

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Exhibit I

- 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) l, 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 Vendor

*Christine Santanello*  
Signature of Authorized Representative

*Jeanne Agri*  
Signature of Authorized Representative

*Christine Santanello*  
Name of Authorized Representative

Jeanne Agri  
Name of Authorized Representative

*Director, DEHS*  
Title of Authorized Representative

Executive Director  
Title of Authorized Representative

*9/26/19*  
Date

9/26/2019  
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:

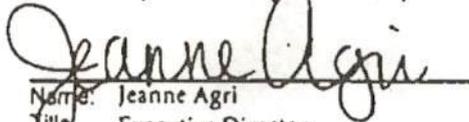
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
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 Vendor 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 Vendor 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.

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

  
Name: Jeanne Agri  
Title: Executive Director

9/26/2019  
Date

New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

As the Vendor 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: 07-399-7504
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: _____

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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

QA

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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

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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

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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

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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.).

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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

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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/doi/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