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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette
Commissioner

Karen E. Hebert
Director

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

November 4, 2022

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

REQUESTED ACTION

(1) 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 Contractor listed below, in **bold,** for the purpose of contract consolidation and the resultant expansion of the scope of services in response to a consolidation grant award received from the U.S. Department of Housing and Urban Development (HUD) for the ongoing provision of a Permanent Supportive Housing Program for individuals, youth, and families who are experiencing chronic homelessness, by adding the Federal Fiscal Year 2021 HUD award amount of $136,849, increasing the total price limitation from $7,857,202 to $7,994,051, effective upon Governor and Council approval. 100% Federal Funds.

(2) 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 Contractor listed below, in **bold**, for the purpose of extending the completion date for two (2) months, from June 30, 2023 to August 31, 2023, as specified in the table below, to match the terms of the consolidation grant, as required by HUD, effective upon Governor and Council approval. 100% Federal Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name & Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	Current Completion Date	Revised Completion Date	G&C History
Community Action Partnership of Strafford County, Dover, NH 177200-B004	Statewide	$154,096	$0	$154,096	June 30, 2023	June 30, 2023	O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A2: 6/30/21 (Item #47) A3: 6/29/22 (Item #55)
Community Action Program Belknap-Merrimack Counties, Inc., Concord, NH 177203-B003	Statewide	$346,888	$0	$346,888	June 30, 2023	June 30, 2023	O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A2: 6/30/21 (Item #47) A3: 6/29/22 (Item #55)

Vendor Name & Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	Current Completion Date	Revised Completion Date	G&G History
Families in Transition Manchester, NH 157730-B001	Concord	$274,340	$0	$274,340	June 30, 2023	June 30, 2023	O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A2: 6/30/21 (Item #47) A3: 6/29/22 (Item #55)
The Lakes Region Mental Health Center, Inc., Laconia, NH 154480-B001	Laconia	$421,578	$0	$421,578	June 30, 2023	June 30, 2023	O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A2: 6/30/21 (Item #47) A3: 6/29/22 (Item #55)
Southwestern Community Services, Inc., Keene, NH 177511-R001	Cheshire & Sullivan Counties	$596,733	$0	$596,733	August 31, 2023	August 31, 2023	O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A2: 12/2/20 (Item #11) A3: 6/30/21 (Item #47) A4: 6/29/22 (Item #55)
Southwestern Community Services, Inc., Keene, NH 177511-R001	Statewide	$346,208	$0	$346,208	June 30, 2023	June 30, 2023	O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A2: 6/30/21 (Item #47) A3: 6/29/22 (Item #55)
Southwestern Community Services, Inc., Keene, NH 177511-R001	Cheshire & Sullivan Counties	$1,169,548	$0	$1,169,548	June 30, 2023	June 30, 2023	O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A2: 6/30/21 (Item #47) A3: 6/29/22 (Item #55)
The Mental Health Center for Southern New Hampshire Derry, NH 174116-R001	Western Rockingham County	$1,126,332	$0	$1,126,332	June 30, 2023	June 30, 2023	O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A2: 6/30/21 (Item #47) A3: 6/29/22 (Item #55)
The Mental Health Center for Southern New Hampshire Derry, NH 174116-R001	Western Rockingham & Coos Counties	$2,538,755	$0	$2,538,755	July 31, 2023	July 31, 2023	O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A:2 12/2/20 (Item #11) A3 6/30/21 (Item #47) A4: 6/29/22 (Item #55)

Vendor Name & Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	Current Completion Date	Revised Completion Date	G&G History
Tri-County Community Action Program Inc., Berlin, NH 177195-B009	Statewide	$523,288	$0	$523,288	June 30, 2023	June 30, 2023	O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A2: 6/30/21 (Item #47) A3: 6/29/22 (Item #55)
Tri-County Community Action Program Inc., Berlin, NH 177195-B009	**Grafton, Coos & Carroll Counties**	**$359,436**	**$136,849**	**$496,285**	**June 30, 2023**	**August 31, 2023**	**O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A2: 6/30/21 (Item #47) A3: 6/29/22 (Item #55)**
	Total:	**$7,857,202**	**$136,849**	**$7,994,051**			

Funds are available in the following accounts 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.

See attached fiscal details

EXPLANATION

This request is **Sole Source** because federal regulations require all procurement efforts to be directed by (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, 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 that contained in this request, can be executed.

This request is in response to HUD consolidation grant award number NH0020L1T002114, for which the Department received an initial award announcement letter dated July 11, 2022, and which requires an expansion to the scope of work, by way of amendment to this contract.

The purpose of this request is for the one contractor listed above, in **bold**, to consolidate two current contracts for this single Contractor to provide a Permanent Supportive Housing (PSH) program. The contract approved on June 19, 2019, Item #46 (known as PSH 1) is absorbing the contract approved on June 24, 2020, Item #20 (known as PSH 2). The expiration date of PSH 2 is October 31, 2022. The Contractor will provide the same services through a consolidated contract for the same geographic area. This consolidation will reduce the administrative burden of managing and monitoring two separate contracts for the continuation of these services provided in Grafton, Coos and Carroll Counties.

This program delivers rental assistance, associated administrative services and supportive services, including case management, to help individuals, youth and families who are experiencing chronic homelessness obtain and remain in permanent housing.

This program will serve approximately 12 households comprised of approximately 20 individuals, at any given time annually.

The grant also requires the Department to extend the contract end date by two (2) months to match the terms of the consolidation grant, as required by HUD, though there are no renewal options left on this contract.

Using the federally recommended Housing First model, and the development of Stabilization and Crisis Management plans, the Contractor provides Housing Stability Case Management and facilitates each participant's relocation 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; and
- 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, youth 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.

Source of Federal Funds: Assistance Listing Number #14.267, FAIN # NH0020L1T002114.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM
100% Federal Funds

Community Action Partnership of Strafford County — 177200-B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42307418	$38,524.00	$0.00	$38,524.00
2021	102-500731	Contracts for Program Services	42307421	$38,524.00	$0.00	$38,524.00
2022	074-500589	Grants for Pub Asst and Relief	42307424	$38,524.00	$0.00	$38,524.00
2023	074-500589	Grants for Pub Asst and Relief	TBD	$38,524.00	$0.00	$38,524.00
		Sub Total		$154,096.00	$0.00	$154,096.00

Community Action Program Belknap and Merrimack Counties Inc. — 177203-B003

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42307418	$86,722.00	$0.00	$86,722.00
2021	102-500731	Contracts for Program Services	42307421	$86,722.00	$0.00	$86,722.00
2022	074-500589	Grants for Pub Asst and Relief	42307424	$86,722.00	$0.00	$86,722.00
2023	074-500589	Grants for Pub Asst and Relief	TBD	$86,722.00	$0.00	$86,722.00
		Sub Total		$346,888.00	$0.00	$346,888.00

Families in Transition — 157730-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42301508	$68,585.00	$0.00	$68,585.00
2021	102-500731	Contracts for Program Services	42301510	$68,585.00	$0.00	$68,585.00
2022	074-500589	Grants for Pub Asst and Relief	42301512	$68,585.00	$0.00	$68,585.00
2023	074-500589	Grants for Pub Asst and Relief	TBD	$68,585.00	$0.00	$68,585.00
		Sub Total		$274,340.00	$0.00	$274,340.00

The Lakes Region Mental Health Center, Inc. — 154480-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42307512	$99,835.00	$0.00	$99,835.00
2021	102-500731	Contracts for Program Services	42307514	$102,211.00	$0.00	$102,211.00
2022	102-500731	Contracts for Program Services	42307517	$107,170.00	$0.00	$107,170.00
2023	074-500589	Grants for Pub Asst and Relief	TBD	$112,362.00	$0.00	$112,362.00
		Sub Total		$421,578.00	$0.00	$421,578.00

Southwestern Community Services — 177511-R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42308208	$453,606.00	$0.00	$453,606.00
2021	102-500731	Contracts for Program Services	42308210	$523,538.00	$0.00	$523,538.00
2022	102-500731	Contracts for Program Services	42308212	$292,036.00	$0.00	$292,036.00
2022	074-500585	Contracts for Program Services	42307812	$154,330.00	$0.00	$154,330.00
2022	074-500589	Grants for Pub Asst and Relief	42307424	$86,552.00	$0.00	$86,552.00
2023	074-500589	Grants for Pub Asst and Relief	TBD	$393,696.00	$0.00	$393,696.00
2023	074-500585	Grants for Pub Asst and Relief	TBD	$178,675.00	$0.00	$178,675.00
2024	074-500585	Grants for Pub Asst and Relief	TBD	$30,056.00	$0.00	$30,056.00
		Sub Total		$2,112,489.00	$0.00	$2,112,489.00

The Mental Health Center for Southern New Hampshire — 174116-R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42307612	$540,665.00	$0.00	$540,665.00
2021	102-500731	Contracts for Program Services	42302403	$925,837.00	$0.00	$925,837.00
2022	102-500731	Contracts for Program Services	42302406	$286,119.00	$0.00	$286,119.00
2022	074-500585	Grants for Pub Asst and Relief	42302121	$749,227.00	$0.00	$749,227.00

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

2023	074-500589	Grants for Pub Asst and Relief	TBD	$299,319.00	$0.00	$299,319.00
2023	074-500585	Grants for Pub Asst and Relief	TBD	$797,191.00	$0.00	$797,191.00
2024	074-500585	Grants for Pub Asst and Relief	TBD	$66,729.00	$0.00	$66,729.00
		Sub Total		$3,665,087.00	$0.00	$3,665,087.00

Tri County Community Action Program, Inc. 177195-B009

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42307418	$219,781.00	$0.00	$219,781.00
2021	102-500731	Contracts for Program Services	42307421	$220,501.00	$0.00	$220,501.00
2022	102-500731	Contracts for Program Services	42301685	$90,399.00	$0.00	$90,399.00
2022	074-500589	Grants for Pub Asst and Relief	42307424	$130,822.00	$0.00	$130,822.00
2023	074-500589	Grants for Pub Asst and Relief	42301688	$221,221.00	$117,299.00	$338,520.00
2024	074-500589	Grants for Pub Asst and Relief	42301688	$0.00	$19,550.00	$19,550.00
		Sub Total		$882,724.00	$136,849.00	$1,019,573.00
			Overall Total	$7,857,202.00	$136,849.00	$7,994,051.00

State of New Hampshire
Department of Health and Human Services
Amendment #4

This Amendment to the Continuum of Care, Permanent Supportive Housing I, Expansion Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Tri-County Community Action Program, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #46), as amended on May 6, 2020 (Item #37), as amended on June 30, 2021 (Item #47), and as most recently amended on June 29, 2022 (Item #55), 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, and 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:

   August 31, 2023

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $496,285

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

   Robert W. Moore, Director

4. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A – Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:

   1.2.4. Grant Numbers:

   1.2.4.1. NH0020L1T001811 (SFY 2020) Grant Year 1

   1.2.4.2. NH0020L1T001912 (SFY 2021) Grant Year 2

   1.2.4.3. NH0020L1T002013 (SFY 2022) Grant Year 3

   1.2.4.4. NH0020L1T002114 (SFY 2023) Grant Year 4

   1.2.4.5. NH0020L1T002114 (SFY 2024) Grant Year 5

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1., to read:

   1.2.7.1. Not to exceed $496,285

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

   1.2.8. Funds allocation under this agreement for Continuum of Care Program:

	7/1/19 - 6/30/20 (SFY 2020)	7/1/20 - 6/30/21 (SFY 2021)	7/1/21 - 6/30/22 (SFY 2022)	7/1/22 - 6/30/23 (SFY 2023)	7/1/23 - 8/31/23 (SFY 2024)	TOTAL
Rental Assistance	$55,440	$56,160	$56,880	$ 120,919	$ 20,153	$309,552
Supportive Services	$29,586	$29,586	$29,586	$ 67,719	$ 11,286	$167,763
Administrative Expenses	$3,933	$3,933	$3,933	$ 6,147	$ 1,024	$18,970
Total Program Amount	**$88,959**	**$89,679**	**$90,399**	**$194,785**	**$32,463**	**$496,285**

8. Modify Exhibit B, Method and Conditions Precedent to Payment, Section 3, Project Costs, Payment Schedule, Review by the State, Subsection 3.4. Payment of Project Costs, by replacing Paragraph 3.4.5. Schedule of Payments, to read:

3.4.5. Schedule of Payments

3.4.5.1. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

3.4.5.1.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

3.4.5.1.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

3.4.5.1.3. Identifies and requests payment for allowable costs incurred in the previous month.

3.4.5.1.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

3.4.5.1.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

3.4.5.1.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to: dhhs.bhhsfinance@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

9. Add Exhibit B-1 Amendment #4 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

10/24/2022
Date

DocuSigned by:
Karen Hebert
628C6CEB1B4A416...
Name: Karen Hebert
Title: Division Director

Tri-County Community Action Program, Inc.

10/23/2022
Date

DocuSigned by:
Jeanne Robillard
4DFF7B1365AD4C9...
Name: Jeanne Robillard
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

10/24/2022
Date

DocuSigned by:
Robyn Guarino
74873484A0A1460...
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:

New Hampshire Department of Health and Human Services
Permanent Supportive Housing

EXHIBIT A – Amendment #4

Scope of Services

1. Statement of Work

1.1. The Contractor must provide a Permanent Supportive Housing (PSH) Program in this Agreement that is targeted to serve 12 households comprised of approximately 20 individuals, at any given time during each one-year grant period. Participants must be experiencing chronic homelessness, as defined by the United States Department of Housing and Urban Development (HUD) in 24 CFR 578, or meet the definition of a DedicatedPLUS project criteria, at project entry, as defined by HUD in 24 CFR 578.3. Services provided must include, but are not limited to:

1.1.1. Associated administrative services;

1.1.2. Rental assistance; and

1.1.3. Supportive services, including case management, to help participants obtain and remain in permanent housing (PH).

1.2. The Contractor must ensure services are available in Grafton, Coos and, Carroll Counties, and can be provided Statewide, in response to participant's request to live within the State, but outside the three listed counties.

1.3. For the purposes of this Exhibit A, all references to days must mean business days, excluding state and federal holidays.

1.4. The Contractor must ensure the program includes, but is not limited to:

1.4.1. Utilization of the Housing First model that ensures:

1.4.1.1. Barriers to entering housing are not imposed beyond those required by federal regulations or state laws; and

1.4.1.2. Participation terminates only for the most severe reasons, after available options to maintain housing are exhausted, as detailed in HUD regulations, 24 CFR 578.91.

1.4.2. Development of a stabilization plan and crisis management plan with the participant at intake and, at a minimum, annually.

1.4.3. Development of an ongoing assessment of Housing and Supportive Services that is provided to participants in order to deliver assistance in obtaining necessary skills and resources to live in the community independently.

1.4.4. Implementation of a Coordinated Entry System, in accordance with the Continuum of Care (CoC) Program interim rule, 24 CFR Part 578 and as amended.

1.5. The Contractor must work with participants to assess their current housing and service needs, as well as barriers to attaining housing. Project staff must coordinate with in-house and community resources to connect participants

with available services and resources to ensure PH stability, including connections to potential income sources and mainstream resources such as, but not limited to, Temporary Assistance for Needy Families (TANF), job readiness and employment programs, child care and Social Security benefits.

1.6. The Contractor must ensure that their staff assist with referrals for substance misuse, mental health, medical needs, peer support, or any other need for referral assistance identified by the participant.

1.7. The Contractor must adhere to all terms and conditions as set forth in the HUD Project Application #SF-424.

1.8. The Contractor must actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes, including annual performance monitoring of all programs.

1.9. The Contractor must assess project outcomes, to include participants moving into and retaining permanent housing, as well as participants connections with community and mainstream services, to increase independence and household income to sustain permanent housing.

1.10. The Contractor must meet the performance measures as set forth in all applicable HUD regulations including, but not limited to:

1.10.1. 24 CFR Part 578 CoC Program;

1.10.2. Public Law 102-550; and

1.10.3. CoC approved performance measures for annual monitoring.

1.11. A designated member of BHS will monitor the contractor's ability to meet the requirements of this Agreement.

1.12. The Contractor must actively participate in reviews conducted by the Department, onsite or remotely, as determined by the Department, on an annual basis, or as otherwise requested by the Department, that must include, but are not limited to, participant files and financial data to ensure compliance with contract objectives, state policies and federal regulations. The Contractor must:

1.12.1. Ensure the Department has access to participant files;

1.12.2. Ensure financial data is available, as requested by the Department; and

1.12.3. Provide other information that assists in determining contract compliance, as requested by the Department.

1.13. Notwithstanding the confidentiality procedures established under 24 CFR Part 578.103(b), 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 (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.

1.14. The Contractor must adhere to federal and state financial and confidentiality laws, and comply with the approved HUD program application, program narratives, budget detail and narrative, and amendments thereto, as detailed in the applicable Notice of Funding Opportunity (NOFO) CoC Project Application approved by HUD.

1.15. The Contractor must cooperate fully with, and must answer all questions related to this contract from representatives of the state or federal agencies who may conduct periodic observation and review of performance, activities, and conduct an inspection of records and documents.

1.16. The Contractor must provide services according to the HUD regulations outlined in Public Law 102-550 and 24 CFR Part 578 CoC Program and other written, appropriate HUD policies/directives except for where HUD waivers are granted.

1.17. The Contractor must ensure participating individuals, youth, and families meet the definition of homelessness, or at imminent risk of homelessness qualifications, as defined in HUD regulations, to be eligible for contract services.

1.18. The Contractor must obtain and retain appropriate documentation regarding participant qualifications for contract services.

1.19. Per The McKinney-Vento Homeless Assistance Act, as amended by S. 896, The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, https://www.hud.gov/sites/documents/HAAA_HEARTH.PDF:

1.19.1. The Contractor must utilize the New Hampshire Homeless Management Information System (NH HMIS) as the primary reporting tool for outcomes and activities of shelter and housing programs funded through this contract,

1.19.2. The Contractor must ensure all programs are licensed to provide client level data into the NH HMIS or into a comparable database, per 24 CFR 578, and as detailed in the following publication from The National Network to End Domestic Violence (NNEDV): http://glhrn.org/wordpress1/wp-content/uploads/2018/08/Comparable-Database-for-DV-NNEDV.pdf

1.19.3. Programs must 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 requirements.

1.20. The Contractor must participate in the regional and CoC Coordinated Entry System.

1.21. The Contractor must 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 the Department to determine Contractor compliance, including:

1.21.1. Continuum of Care Records. The Contractor must maintain the following documentation related to establishing and operating a CoC:

1.21.1.1. Records of Homeless Status. The Contractor must maintain acceptable evidence of homeless status in accordance with 24 CFR 576.500(b);

1.21.1.2. Records of at Risk of Homelessness Status. The Contractor must 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

1.21.1.3. Records of Reasonable Belief of Imminent Threat of Harm. The Contractor must 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 must retain documentation that includes, but is not limited to:

1.21.1.3.1. 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

1.21.1.3.2. 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 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.

1.21.1.4. 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 must keep the following documentation of annual income:

1.21.1.4.1. Income evaluation form specified by HUD and completed by the Contractor;

1.21.1.4.2. 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

1.21.1.4.3. 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 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, as per HUD regulation, 24 CFR 578.103 ; or

1.21.1.4.4. To the extent that source documents and third-party verification are unobtainable, 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.

1.21.1.5. Program Participant Records. In addition to evidence of homelessness status or at-risk-of-homelessness status, as applicable, the Contractor must keep records for each program participant that document:

1.21.1.5.1. The services and assistance provided to that program participant, including evidence that the Contractor 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

1.21.1.5.2. Where applicable, compliance with the termination of assistance requirement in 24 CFR 578.91.

1.21.1.6. Housing Standards. The Contractor must retain documentation of compliance with the housing standards in 24 CFR 578.75(b), including inspection reports.

1.21.1.7. Services Provided. The Contractor must document the types of supportive services provided under the Contractor's program and the amounts spent on those services. The Contractor must keep documentation that the records were reviewed at least annually and that the service package offered to program participants was adjusted as necessary.

1.22. The Contractor must maintain records that document compliance with:

1.22.1. The organizational conflict-of-interest requirements in 24 CFR 578.95(c);

1.22.2. The CoC board conflict-of-interest requirements in 24 CFR 578.95(b); and

1.22.3. The other conflicts requirements in 24 CFR 578.95(d).

1.23. The Contractor must 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.

1.24. The Contractor must comply and retain documentation of compliance with:

1.24.1. The homeless participation requirements in accordance with 24 CFR 578.75(g);

1.24.2. The faith-based activities requirements in accordance with 24 CFR 578.87(b);

1.24.3. 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);

1.24.4. Other federal requirements in 24 CFR 578.99, as applicable;

1.24.5. Other records specified by HUD. The Contractor must keep other records as specified by HUD; and

1.24.6. Procurement requirements in 24 CFR 85.36 and 24 CFR part 84.

1.25. Confidentiality. In addition to meeting specific confidentiality and security requirements for HMIS data (76 FR 76917), the Contractor must develop and implement written procedures to ensure:

1.25.1. All records containing protected identifying information of any individual or family who applies for and/or receives CoC assistance are kept secure and confidential;

1.25.2. The address or location of any family violence project, assisted with CoC funds, are not made public, except with written authorization of the person responsible for the operation of the project; and

1.25.3. The address or location of any housing of a program participant is not made public, except as provided under a preexisting privacy policy of the recipient or sub recipient and consistent with state and local laws regarding privacy and obligations of confidentiality.

1.26. Period of Record Retention. The Contractor must ensure all records, originals or copies made by microfilming, photocopying, or other similar methods, pertaining to CoC 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.

2. Contract Administration

2.1. The Contractor must have appropriate levels of staff to attend all meetings or trainings requested by the Department's Bureau of Housing Services (BHS),

including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS must notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.

2.2. The Contractor must inform BHS of any staffing changes within thirty (30) days of the change.

2.3. In the event of early termination of this Agreement, the Contractor must, within 15 days of notice of early termination, develop and submit to the Department a Transition Plan for services under this Agreement, including but not limited to, identifying the present and future needs of clients receiving services under this Agreement and establishing a process to meet those needs.

2.3.1. The Contractor must fully cooperate with the Department and must promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the Department relative to the termination of this Agreement and Transition Plan and must provide ongoing communication and revisions of the Transition Plan to the Department, as requested.

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

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

3. Reporting Requirements

3.1. The Contractor must submit an Annual Performance Report (APR) to the Department within thirty (30) days after the Contract Completion Date on the form required, or specified, by the Department.

3.2. The Contractor must ensure the APR is submitted to:

NH DHHS
Bureau of Housing Supports
129 Pleasant Street
Concord, NH 03301

3.3. The Contractor must ensure the APR includes a summary of aggregate results of the project activities, consistent with the format proposed in the Contractor's application submitted to HUD for the relevant fiscal year Notice of Funding Opportunity (NOFO).

3.4. The Contractor must submit other reports as requested by the Department in compliance with NH HMIS policy and/or BHS policies and procedures.

3.5. The Contractor may be required to collect and share data with the Department, in a format specified by the Department, for the provision of other key data and metrics, including client-level demographic, performance, and service data. connecting

4. Deliverables

4.1. The Contractor must provide a Permanent Supportive Housing program as outlined in this Exhibit A, Scope of Services, and other written HUD policies and directives as appropriate.

4.2. The Contractor must implement a Coordinated Entry System, as detailed in this Exhibit A, Scope of Services, in accordance with the CoC Program interim rule, 24 CFR Part 578 and as amended.

4.3. Project outcomes, for the purpose of acquiring and maintaining permanent housing, must include, but are not limited to:

4.3.1. Facilitating the transition of participants, experiencing homelessness, to permanent housing and increased self-sufficiency;

4.3.2. Participants exiting homelessness faster, and once housed, remaining stably housed; and

4.3.3. Participants experiencing increased connections to:

4.3.3.1. Mainstream benefit resources, potential income sources, employment and/or vocational rehab referrals;

4.3.3.2. Mental health and/or substance abuse service access and referrals; and

4.3.3.3. Service Coordination Partners for educational, vocational, employment and health needs.

5. Exhibits Incorporated

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

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

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

6. Additional Terms

6.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

NH DHHS
Bureau of Housing Supports
129 Pleasant Street
Concord, NH 03301

6.3. Credits and Copyright Ownership

6.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract must include the following statement, "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."

6.3.2. All materials produced or purchased under the contract must have prior approval from the Department before printing, production, distribution or use.

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

6.3.3.1. Brochures;

6.3.3.2. Resource directories;

6.3.3.3. Protocols or guidelines;

6.3.3.4. Posters; and

6.3.3.5. Reports

6.3.4. The Contractor must not reproduce any materials produced under the contract without prior written approval from the Department.

6.4. Operation of Facilities: Compliance with Laws and Regulations

6.4.1. In the operation of any facilities for providing services, the Contractor must 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 must 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 must 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 must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

6.5. Eligibility Determinations

6.5.1. If the Contractor is permitted to determine the eligibility of individuals, youth, and/ or families such eligibility verifications must be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

6.5.2. Eligibility determinations must be made on forms provided, or required by the Department for that purpose and must be made and remade, or reissued at such times as are prescribed by the Department.

6.5.3. In addition to the determination forms required by the Department, the Contractor must maintain a data file on each participant of services hereunder, which file must include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor must

furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

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

7. Records

7.1. The Contractor must keep records that include, but are not limited to:

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

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

7.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must 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.

7.1.4. Medical records on each patient/recipient of services.

7.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms

of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) must terminate, provided however, that if, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder the Department must retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

TCCAP PSH I
CoC Funds - NH0020L1T002114

	SFY23 - 7/1/22-6/30/23								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assisatance	$ 120,919	$ -	$ -	$ -	$ -	$ -	$ 120,919	$ -	$ -
Supportive Services	$ 67,719	$ -	$ -	$ -	$ -	$ -	$ 67,719	$ -	$ -
Administration	$ 6,147	$ -	$ -	$ -	$ -	$ -	$ 6,147	$ -	$ -
25% Required Match	$ 50,233	$ -	$ -	$ 50,233		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	**$ 245,018**	$ -	$ -	**$ 50,233**	$ -	$ -	$ 194,785	$ -	$ -

	SFY24 - 7/1/23-8/31/23								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assisatance	$ 20,153	$ -	$ -	$ -	$ -	$ -	$ 20,153	$ -	$ -
Supportive Services	$ 11,286	$ -	$ -	$ -	$ -	$ -	$ 11,286	$ -	$ -
Administration	$ 1,024	$ -	$ -	$ -	$ -	$ -	$ 1,024	$ -	$ -
25% Required Match	$ 8,372	$ -	$ -	$ 8,372		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	**$ 40,835**	$ -	$ -	**$ 8,372**	$ -	$ -	$ 32,463	$ -	$ -

	TOTAL - 7/1/22-8/31/23								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assisatance	$ 141,072	$ -	$ -	$ -	$ -	$ -	$ 141,072	$ -	$ -
Supportive Services	$ 79,005	$ -	$ -	$ -	$ -	$ -	$ 79,005	$ -	$ -
Administration	$ 7,171	$ -	$ -	$ -	$ -	$ -	$ 7,171	$ -	$ -
25% Required Match	$ 58,605	$ -	$ -	$ 58,605		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	**$ 285,853**	$ -	$ -	**$ 58,605**	$ -	$ -	$ 227,248	$ -	$ -

Total W/O Match $ 227,248

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 TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 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: **63020**

Certificate Number: **0005774957**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of May A.D. 2022.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Sandy Alonzo, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Tri-County Community Action Program, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 21st, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Jeanne Robillard, CEO and or Randall Pilotte, CFO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Tri-County Community Action Program, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 10/11/2022

DocuSigned by:
Sandy Alonzo
549A7EEF1E80405...
Signature of Elected Officer
Name: Sandy Alonzo
Title: Board Chair

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/29/2022

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Andrea Nicklin PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com
INSURED Tri-County Community Action Program, Inc 30 Exchange Street Berlin NH 03570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Indemnity Ins Co — 18058 INSURER B: Granite State Health Care and Human Services Self- INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 22-23 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2433324	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2433331	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB821555	07/01/2022	07/01/2023	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20220000058 (3a.)NH	01/01/2022	01/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

TRI-COUNTY COMMUNITY ACTION

Serving Coös, Carroll & Grafton Counties since 1965

MISSION STATEMENT

Tri-County Community Action Program provides opportunities to strengthen communities by improving the lives of low to moderate income families and individuals.

VISION STATEMENT

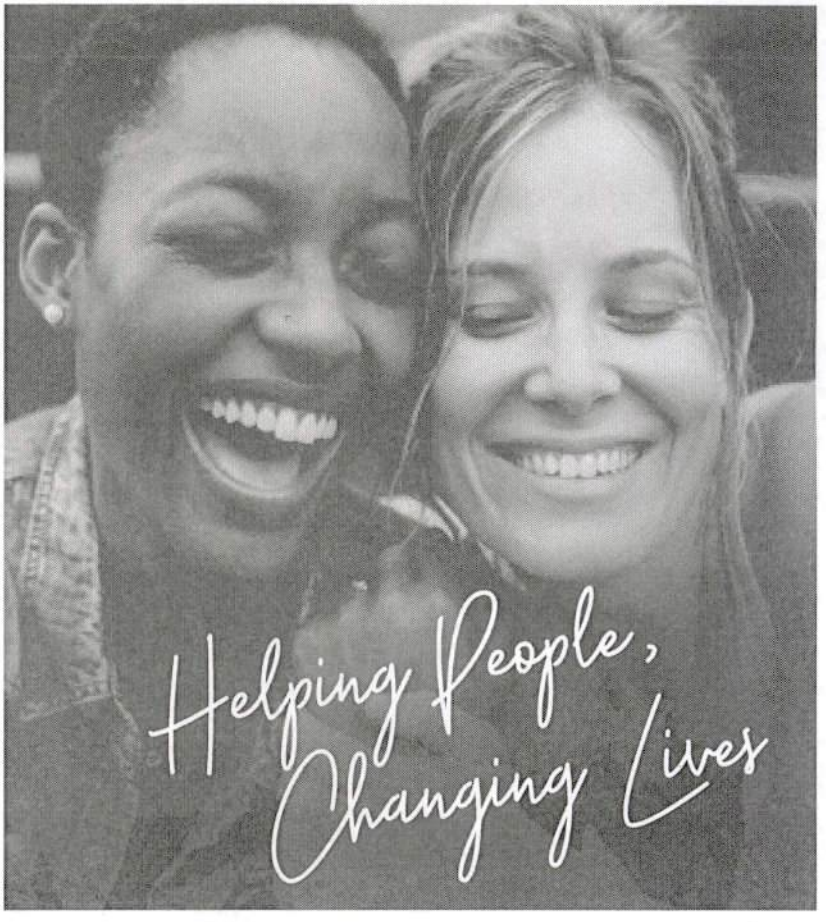
Individuals and families are empowered to create vibrant communities and foster self-sufficiency.

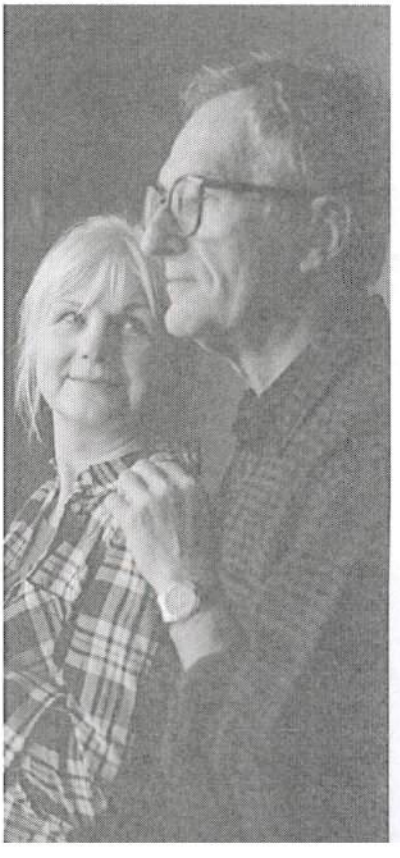
VALUES STATEMENT

Tri-County Community Action Program, values a culture of integrity.

This Includes:

1. Transparency in all our interactions and communications, stressing accountability to ourselves as an organization and to those we serve.
2. Connection to community. We value our community partners and work to build strong partnerships that unite us all in the common goal of improving the lives of others.
3. Recognition of our mutual humanity. We treat customers, co-workers and colleagues with compassion, fairness, dignity and respect.
4. We value the empowerment of those who seek our services, believing that empowerment leads to improved self-worth and enables those we serve to fully participate in their communities and share their success with others.





Helping People. Changing Lives. community Action PARTNERSHIP

30 Exchange St., Berlin, NH 03570
Phone: (603) 752-7001
www.tccap.org

Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020
AND
INDEPENDENT AUDITORS' REPORTS

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

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FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
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To the Board of Directors of
Tri-County Community Action Program, Inc. and Affiliate
Berlin, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2021 and 2020, the related consolidated statements of functional expenses and cash flows for the years then ended, the related consolidated statement of activities for the year ended June 30, 2021 and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion
In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Tri-County Community Action Program, Inc. and Affiliate as of June 30, 2021 and 2020, and its consolidated cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2021, in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information
We have previously audited Tri-County Community Action Program, Inc. and Affiliate's 2020 consolidated financial statements, and we expressed an unmodified audit opinion on those consolidated financial statements in our report dated October 28, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

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

Other Reporting Required by *Government Auditing Standards*
In accordance with *Government Auditing Standards*, we have also issued our report dated October 28, 2020, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Tri-County Community Action Program, 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 Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

November 19, 2021
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2021 AND 2020

ASSETS

	2021	2020
CURRENT ASSETS		
Cash and cash equivalents	$ 3,237,032	$ 2,257,081
Restricted cash, Guardianship Services Program	1,317,839	796,937
Accounts receivable	1,617,249	1,322,852
Property held for sale	-	47,000
Pledges receivable	216,423	307,017
Inventories	52,985	102,430
Prepaid expenses	53,594	77,882
Total current assets	6,495,122	4,911,199
PROPERTY		
Property and equipment	12,917,935	12,344,805
Less accumulated depreciation	(5,850,185)	(5,601,944)
Property, net	7,067,750	6,742,861
OTHER ASSETS		
Restricted cash	439,822	384,711
TOTAL ASSETS	$ 14,002,694	$ 12,038,771

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of long term debt	$ 129,155	$ 437,843
Current portion of capital lease obligations	-	3,554
Accounts payable	4,303	180,427
Accrued compensated absences	233,907	243,779
Accrued salaries	383,435	49,059
Accrued expenses	266,595	137,304
Refundable advances	324,140	181,463
Other liabilities	1,400,645	850,982
Total current liabilities	2,742,180	2,084,411
LONG TERM DEBT		
Long term debt, net of current portion	4,577,505	4,792,557
Total liabilities	7,319,685	6,876,968
NET ASSETS		
Without donor restrictions	6,199,624	4,565,253
With donor restrictions	483,385	596,550
Total net assets	6,683,009	5,161,803
TOTAL LIABILITIES AND NET ASSETS	$ 14,002,694	$ 12,038,771

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2021 Total	2020 Total
REVENUES AND OTHER SUPPORT				
Grants and contracts	$ 18,296,354	$ 415,056	$ 18,711,410	$ 14,909,313
Program funding	1,177,937	-	1,177,937	1,084,133
Utility programs	2,659,293	-	2,659,293	1,923,653
In-kind contributions	364,580	-	364,580	455,826
Contributions	462,340	-	462,340	326,215
Fundraising	1,802	-	1,802	32,544
Rental income	684,169	-	684,169	635,559
Interest income	888	-	888	923
(Loss) gain on disposal of property	(27,288)	-	(27,288)	257,717
Loss on write down of property held for sale	-	-	-	(255,492)
Other revenue	13,364	-	13,364	4,379
Total revenues and other support	23,633,439	415,056	24,048,495	19,374,770
NET ASSETS RELEASED FROM RESTRICTIONS	528,221	(528,221)	-	-
Total revenues, other support, and net assets released from restrictions	24,161,660	(113,165)	24,048,495	19,374,770
FUNCTIONAL EXPENSES				
Program Services:				
Agency Fund	1,017,860	-	1,017,860	1,047,356
Head Start	2,856,419	-	2,856,419	2,769,065
Guardianship	760,053	-	760,053	769,597
Transportation	870,078	-	870,078	991,504
Volunteer	96,817	-	96,817	94,845
Workforce Development	40,175	-	40,175	346,114
Carroll County Dental	669,641	-	669,641	653,810
Support Center	356,359	-	356,359	558,244
Homeless	4,760,909	-	4,760,909	800,148
Energy and Community Development	8,541,527	-	8,541,527	7,824,201
Elder	1,192,453	-	1,192,453	1,149,136
Housing Services	192,010	-	192,010	220,900
Total program services	21,354,301	-	21,354,301	17,224,920
Supporting Activities:				
General and administrative	1,172,988	-	1,172,988	1,062,613
Fundraising	-	-	-	2,880
Total supporting activities	1,172,988	-	1,172,988	1,065,493
Total functional expenses	22,527,289	-	22,527,289	18,290,413
CHANGE IN NET ASSETS	1,634,371	(113,165)	1,521,206	1,084,357
NET ASSETS, BEGINNING OF YEAR	4,565,253	596,550	5,161,803	4,077,449
NET ASSETS, END OF YEAR	$ 6,199,624	$ 483,385	$ 6,683,009	$ 5,161,806

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2021

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Workforce Development	Carroll County Dental	Support Center	Homeless	Energy and Community Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total
Direct Expenses																
Payroll	$ 420,622	$ 1,590,671	$ 518,354	$ 427,492	$ 53,155	$ 14,240	$ 258,217	$ 111,208	$ 496,439	$ 1,356,876	$ 541,938	$ 34,064	$ 5,823,276	$ 657,959	$ -	$ 6,481,235
Payroll taxes and benefits	114,664	458,854	141,579	96,552	14,246	5,298	57,625	29,302	124,300	388,858	128,187	-	1,549,463	171,815	-	1,721,268
Assistance to clients	31,899	-	-	79,632	-	10,650	-	73,957	3,964,734	5,803,029	962	-	9,964,863	-	-	9,964,863
Consumable supplies	15,065	224,233	9,885	12,788	6,717	53	45,030	3,472	13,389	469,802	298,651	1,275	1,100,370	13,443	-	1,113,813
Space costs and rentals	4,975	195,497	42,625	15,783	4,664	8,708	495	1,249	29,218	140,400	53,262	-	496,876	92,807	-	589,683
Depreciation expense	169,408	55,544	-	69,021	-	-	40,214	11,084	2,439	38,852	3,333	67,389	448,284	1,151	-	449,415
In-kind expended	-	123,709	-	29,663	-	-	-	90,076	48,507	-	72,626	-	364,581	-	-	364,581
Consultants and contractors	-	8,937	1,370	-	-	-	201,033	-	-	44	10,318	-	219,702	19,424	-	239,126
Utilities	135,721	25,781	20,811	14,346	1,535	1,123	12,763	18,170	25,890	43,414	25,548	23,937	349,039	4,036	-	353,075
Travel and meetings	1,369	58,943	2,029	22,740	162	113	1,370	967	17,189	23,188	9,765	-	138,695	2,458	-	139,153
Other direct program costs	(38,110)	37,061	1,610	20,399	2,046	-	1,249	5,472	20,605	56,967	21,932	37,742	166,973	13,077	-	180,050
Fiscal and administrative	1,721	1,005	10,788	882	1,047	-	7,637	1,273	3,186	33,865	4,670	2,389	68,444	134,629	-	203,073
Building and grounds maintenance	107,973	21,907	130	7,907	72	-	4,819	7,441	6,791	68,567	5,596	11,141	242,344	-	-	242,344
Interest expense	96,971	16	449	4	-	-	39,240	10	3	720	3	-	137,416	(104)	-	137,312
Vehicle expense	2,156	-	-	73,585	-	-	-	-	-	84,998	-	-	160,739	-	-	160,739
Insurance	49,960	7,079	506	2,296	-	-	1,334	2,695	3,714	6,491	-	3,251	77,326	31,502	-	108,828
Maintenance of equipment and rental	(56,923)	51,182	9,017	6,988	13,173	-	(3,131)	63	2,559	24,134	12,430	10,822	70,314	20,351	-	90,665
Fixed fees	(30,611)	-	-	-	-	-	1,746	-	1,956	1,323	3,212	-	(22,374)	10,440	-	(11,934)
Total Direct Expenses	1,017,960	2,858,419	760,053	879,078	96,817	40,175	669,641	356,359	4,760,909	8,541,527	1,192,453	192,010	21,354,301	1,172,988	-	22,527,289
Indirect Expenses																
Indirect costs	130,691	292,769	83,180	78,104	9,042	2,961	72,356	21,593	81,587	280,488	120,217	-	1,172,988	(1,172,988)	-	-
Total Direct & Indirect expenses	$ 1,148,651	$ 3,149,188	$ 843,233	$ 948,182	$ 105,859	$ 43,136	$ 741,997	$ 377,952	$ 4,842,496	$ 8,822,015	$ 1,312,670	$ 192,010	$ 22,527,289	$ -	$ -	$ 22,527,289

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Workforce Development	Carroll County Dental	Support Center	Homeless	Energy and Community Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total
Direct Expenses																
Payroll	$ 238,943	$ 1,437,343	$ 505,953	$ 488,819	$ 57,338	$ 199,867	$ 253,488	$ 287,574	$ 374,238	$ 1,141,718	$ 499,173	$ 17,920	$ 5,482,474	$ 648,437	$ -	$ 6,130,911
Payroll taxes and benefits	71,944	393,287	136,956	96,585	16,851	59,058	64,865	75,617	97,288	320,970	118,173	-	1,451,604	169,652	-	1,621,256
Assistance to clients	68,833	73	-	90,787	-	8,841	-	85,595	182,974	5,694,176	-	-	6,131,279	-	-	6,131,279
Consumable supplies	23,124	181,459	9,940	6,856	2,392	2,113	34,993	4,796	5,541	208,089	333,333	885	873,501	10,766	-	884,267
Space costs and rentals	7,487	180,093	40,611	15,288	4,151	62,790	-	6,578	25,018	128,812	52,347	-	523,175	70,855	-	594,030
Depreciation expense	159,309	61,571	-	50,152	-	-	43,660	12,070	1,433	36,263	3,453	67,369	435,310	3,157	-	438,467
In-kind expended	-	273,692	-	69,017	6,729	-	-	37,759	57,179	-	11,250	-	455,826	-	-	455,826
Consultants and contractors	2,208	9,412	3,846	-	-	-	196,772	-	-	325	19,446	-	234,009	13,749	-	247,758
Utilities	151,798	24,796	19,037	16,499	1,335	6,989	10,474	25,964	23,398	42,516	25,050	25,305	373,161	6,903	-	380,064
Travel and meetings	347	68,974	20,039	54,002	284	5,936	1,678	6,426	14,740	22,171	20,927	825	214,348	16,804	-	231,152
Other direct program costs	45,642	52,207	1,745	17,586	2,992	209	1,749	678	5,825	30,991	44,545	56,950	261,110	4,561	2,880	268,551
Fiscal and administrative	18,635	2,041	24,599	900	1,045	220	6,930	2,499	2,550	29,497	4,823	9,013	102,752	76,036	-	178,788
Building and grounds maintenance	91,663	27,273	110	5,103	-	-	6,924	8,557	4,657	731	2,355	18,843	166,216	-	-	166,216
Interest expense	107,855	280	525	71	8	-	21,942	102	-	1,983	-	-	132,766	531	-	133,297
Vehicle expense	5,445	-	-	95,868	-	-	-	-	-	70,863	-	-	181,176	-	-	181,176
Insurance	47,076	7,358	484	2,112	1,153	-	1,209	2,708	3,224	8,640	-	3,620	77,764	31,974	-	109,738
Maintenance of equipment and rental	5,737	51,066	5,772	1,849	557	-	5,541	1,322	115	15,770	12,656	20,150	120,475	9,181	-	129,656
Fixed fees	1,310	-	-	-	-	-	1,585	-	1,968	1,506	1,695	-	7,974	7	-	7,981
Total Direct Expenses	1,047,356	2,769,065	769,597	991,504	94,845	346,114	653,810	558,244	800,148	7,824,201	1,149,136	220,900	17,224,920	1,062,613	2,880	18,290,413
Indirect Expenses																
Indirect costs	99,090	251,005	80,338	89,181	9,234	31,975	66,562	46,881	59,393	212,905	116,049	-	1,062,613	(1,062,613)	-	-
Total Direct & Indirect expenses	$ 1,146,446	$ 3,020,070	$ 849,935	$ 1,080,685	$ 104,079	$ 378,089	$ 720,372	$ 605,125	$ 859,541	$ 8,037,106	$ 1,265,185	$ 220,900	$ 18,287,533	$ -	$ 2,880	$ 18,290,413

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 1,521,206	$ 1,084,357
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	450,040	436,197
Loss (gain) on disposal of property	27,288	(2,225)
(Increase) decrease in assets:		
Accounts receivable	(294,397)	(48,769)
Pledges receivable	90,594	(75,856)
Inventories	49,445	(16,544)
Prepaid expenses	24,288	(43,845)
Increase (decrease) in liabilities:		
Accounts payable	(176,124)	(41,144)
Accrued compensated absences	(9,872)	39,700
Accrued salaries	334,376	(161,893)
Accrued expenses	129,291	47,780
Refundable advances	142,677	(15,694)
Other liabilities	549,663	252,787
NET CASH PROVIDED BY OPERATING ACTIVITIES	2,838,475	1,454,851
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from disposal of property	25,000	4,495
Purchases of property and equipment	(780,217)	(273,711)
NET CASH USED IN INVESTING ACTIVITIES	(755,217)	(269,216)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment on long-term debt	(523,740)	(145,884)
Repayment on capital lease obligations	(3,554)	(4,671)
NET CASH USED IN FINANCING ACTIVITIES	(527,294)	(150,555)
NET INCREASE IN CASH AND RESTRICTED CASH	1,555,964	1,035,080
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	3,438,729	2,403,649
CASH AND RESTRICTED CASH, END OF YEAR	$ 4,994,693	$ 3,438,729
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	$ 135,643	$ 131,879

See Notes to Consolidated Financial Statements

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Principles of Consolidation

The consolidated financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (Cornerstone) is a New Hampshire nonprofit corporation that was incorporated under the laws of the State of New Hampshire for the acquisition, construction and operation of community-based housing for the elderly.

Nature of activities

The Organization's programs consist of the following:

Agency

Tri-County CAP Administration provides central program management support and oversight to the Organization's many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc.'s, Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

Head Start

Head Start provides comprehensive services to low-income children and their families. Head Start supports children's growth and development in a positive learning environment through a variety of activities as well as providing services, which include in addition to early learning, health and family well-being. All children receive health and development screenings, nutritious meals, oral health and mental health support. Parents and families are supported in achieving their own goals, such as housing stability, continued education, and financial stability.

Programs support and strengthen parent-child relationships as their child's primary educator. Head Start staff work as partners with parents to identify and provide individualized activities that support their child's growth and development.

Tri-County Community Action Head Start serves approximately 250 children in Carroll, Coos & Grafton counties in 9 locations with 13 center-based classrooms and 1 home-based option.

Guardianship

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity. This program serves over 400 individuals. Additional services include, conservatorship, representative payee-ship, federal fiduciary services, benefit management services and private probate accounting services.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 17 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

The Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum group of 393 volunteers, ages 55 and older, of which 225 actively served during the last reporting period. These volunteers share their skills, life experiences, and time with over 60 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 28,000 hours yearly.

Workforce Development

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy families (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

Carroll County Dental

Tamworth Dental Center (the Center) offers state of the art quality oral healthcare to uninsured families and individuals. The Center offers a full array of services including preventative, restorative, and oral surgery. The Center accepts most dental insurances, state insurances, and offers a sliding fee scale based on income ratio to federal poverty guidelines. The school-based project of the Center has undergone modifications necessary due to the pandemic. 9 outreach schools within the vicinity of the Center will be made. Education, treatments, and referrals will be made available.

Support Center

The Organization's Support Center at Burch House provides direct service and shelter to victims and survivors of domestic and sexual violence and stalking in Northern Grafton County. Support Center services are accessible 24 hours a day, 365 days a year. They include: crisis intervention; supportive counseling; court, hospital and policy advocacy and accompaniment; emergency shelter; support groups; community education and outreach; violence prevention programs for students; information, referrals and assistance accessing other community resources.

Homeless

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients.

The Organization also provides some housing rehabilitation services to help preserve older housing stock.

Energy Assistance and Outreach

Energy Assistance Services provide fuel and electric assistance through direct pay to vendors or a discount on the client's bill. Community Contact sites allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organization's clients about other programs offered, as well as other programs available through other organizations in the community.

Low-Income Weatherization

The NH weatherization program helps low-income families, elderly, disabled, small children and individuals lower their home energy costs; increase their health, safety, and comfort; and improve the quality of living while improving housing stock in communities around the state utilizing energy cost saving, health and safety and carbon lowering measures. The NH Weatherization Assistance Program also creates local NH jobs.

Elder

The Organization's elder program provides senior meals in 14 community dining sites, home delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with person-centered counseling, Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

Housing Services

Cornerstone Housing North, Inc. (Cornerstone) is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development (HUD), and a significant portion of their rental income is received from HUD.

Cornerstone includes a 12-unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by HUD with respect to the rental charges and operating methods.

Cornerstone has a Section 202 Capital Advance. Under guidelines established by the U.S. Office of Management and Budget *Uniform Guidance, Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,* the Section 202 Capital Advance is considered to be a major program. A separate audit of Cornerstone's compliance with its major federal program 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 of U.S. Code of Federal Regulations part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements of Federal Awards (Uniform Guidance*). An unmodified opinion was issued.

Method of accounting

The consolidated financial statements of Tri-County Community Action Program, Inc. have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Basis of presentation

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

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.

The Organization has net assets with donor restrictions of $483,385 and $596,550 at June 30, 2021 and 2020, respectively. See **Note 13**.

Contributions

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Support that is restricted is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based on reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental program. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write off method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

Property and Depreciation

Acquisitions of buildings, equipment, and improvements in excess of $5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets.

Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation.

Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs that do not materially prolong the useful lives of assets are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and improvements	20 to 40 years
Vehicles	5 to 8.5 years
Furniture and equipment	5 to 15 years

Client Rents and HUD Rent Subsidy

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

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 $324,140 and $181,463 as of June 30, 2021 and 2020, respectively.

Nonprofit tax status

The Organization is a *not-for-profit* Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for donors. The Organization files information returns in the United States. The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed.

The Organization follows FASB ASC 740, *Accounting for Income Taxes,* which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

Retirement plan

The Organization maintains a tax-sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, employer contribution payments ceased, therefore as of June 30, 2021 and 2020, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

Donated services and goods

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as net assets with donor restrictions. In the absence of such stipulations, contributions of noncash assets are recorded as net assets without donor restrictions.

Donated property and equipment

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as net assets without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as net assets with donor restrictions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

Promises to Give

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions. There were no unconditional promises to give that are expected to be collected in more than one year at June 30, 2021 and 2020.

As of June 30, 2021 and 2020, there were promises to give that were absent of donor stipulations, but restricted in regards to timing, and therefore classified as net assets with donor restrictions in the amount of $216,423 and $307,017, respectively. This amount is included in grants and contracts on the Consolidated Statement of Activities.

Use of estimates

The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Fair Value of Financial Instruments

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short-term maturity of those instruments.

Functional allocation of expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

Program salaries and related expenses are allocated to the various programs and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

Workers Compensation expenses are charged to each program based upon the classification of each employee and allocated to the various program based upon the time employees spend on each function as noted above.

Paid Leave is charged to a leave pool and is allocated to each program as a percentage of total salaries.

Fringe Benefits are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

Depreciation expense is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the statements of functional expenses.

Other occupancy expenses are applicable to assets which are used by multiple programs. Buildings are primarily charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the statements of functional expenses.

Insurance: automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

The remaining shared expenses are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees, and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal, effective for the fiscal year beginning July 1, 2020, received provisional approval and is effective, until amended, at a rate of 12%. Per the agreement with the U.S. Department of Health and Human Services, the Organization's final rate for the year ended June 30, 2020 was 10.80%. The actual rate for the year ended June 30, 2021 was approximately 11.37%, which is allowable because it is less than the provisional rate.

Advertising policy

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the years ended June 30, 2021 and 2020 was $28,130 and $25,483, respectively.

Debt Issuance Costs

During the year ended June 30, 2019, the Organization retrospectively adopted the provisions of the FASB Accounting Standards Update (ASU) No. 2015-03, "*Simplifying the Presentation of Debt Issuance Costs.*" The ASU is limited to simplifying the presentation of debt issuance costs, and the recognition and measurement guidance for debt issuance costs is not affected by the ASU. Amortization expense of $887 has been included with interest expense in the consolidated statements of functional expenses for both 2021 and 2020.

Revenue Recognition Policy

The Organization derives revenue primarily from grants, contracts, and contributions. Grants are recognized as revenue upon receipt. Revenue from contracts is recognized when the service has been performed. Contributions are recognized as revenue when the donor makes a pledge to give that is, in substance, an unconditional promise. Contributions are recorded as with donor restrictions or without donor restrictions.

New Accounting Pronouncement

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

Other Matters

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

During the years ended June 30, 2021 and 2020, and through the date of this report, the Organization has not experienced a significant decline in revenues, nor a significant change in its operations.

NOTE 2. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of June 30, 2021 and 2020:

	2021	2020
Financial assets at year-end:		
Cash and cash equivalents, undesignated	$ 3,237,032	$ 2,257,081
Accounts receivable	1,617,249	1,322,852
Pledges receivable	216,423	307,017
Total financial assets	5,070,704	3,886,950
Less amounts not available to be used within one year:		
Net assets with donor restrictions	483,385	596,550
Less net assets with time restrictions to be met in less than a year	(412,665)	(410,015)
Amounts not available within one year	70,720	186,535
Financial assets available to meet general expenditures over the next twelve months	$ 4,999,984	$ 3,700,415

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates $3,569,000 and $2,860,000 at June 30, 2021 and 2020, respectively.

NOTE 3. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) for each financial institution up to $250,000. Cash balances may exceed the insured limits at times throughout the year.

The following table provides a reconciliation of cash and restricted cash reported within the statements of financial position that sum to the total in the statements of cash flows as of June 30:

	2021	2020
Cash, operations	$ 3,237,032	$ 2,257,081
Restricted cash, current	1,317,839	796,937
Restricted cash, long term	439,822	384,711
Total cash and restricted cash	$ 4,994,693	$ 3,438,729

Cash Restrictions

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 7.** It is required to maintain a balance of $19,968 in the account, which is restricted from withdrawal except to make payments of debt service or as approved by the U.S. Department of Agriculture.

Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2021 and 2020 was $20,059 and $20,040, respectively. The Organization has made all of their scheduled deposits for the years ended June 30, 2021 and 2020. These amounts are included in restricted cash on the Consolidated Statements of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 7**). The required balance in the account is $173,817 and is equal to 12 monthly payments. The balance as of June 30, 2021 and 2020 was $174,755 and $174,626, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash on the Consolidated Statements of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this restriction at June 30, 2021 and 2020 was $1,317,839 and $796,937, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2021 and 2020 was $1,317,839 and $796,937, respectively, and is included in the restricted cash balance on the Statements of Financial Position.

Certain cash accounts related to Cornerstone Housing North, Inc. are restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2021 and 2020 was $245,008 and $190,045, respectively. See **Note 15**.

NOTE 4. INVENTORY

In 2021 and 2020, inventory included weatherization materials which had been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2021 and 2020 consists of weatherization materials, totaling $52,985 and $102,430, respectively.

NOTE 5. PROPERTY

Property consists of the following at June 30, 2021:

	Capitalized Cost	Accumulated Depreciation	Net Book Value
Building	$ 9,931,953	$ 4,233,084	$ 5,698,869
Equipment	2,394,489	1,617,101	777,388
Construction in progress	172,653	-	172,653
Land	418,840	-	418,840
	$12,917,935	$ 5,850,185	$ 7,067,750

Property consists of the following at June 30, 2020:

	Capitalized Cost	Accumulated Depreciation	Net Book Value
Building	$ 9,810,288	$ 3,753,302	$ 6,056,986
Equipment	2,105,950	1,848,642	257,308
Construction in progress	4,727	-	4,727
Land	423,840	-	423,840
	$12,344,805	$ 5,601,944	$ 6,742,861

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the years ended June 30, 2021 and 2020 totaled $449,153 and $435,310, respectively.

The Organization had property held for sale at June 30, 2020 amounting to $47,000, which was classified as a current asset in the accompanying consolidated statements of financial position at June 30, 2020. The total loss on the write down to fair value of this property was $255,492 in 2020.

NOTE 6. ACCRUED EARNED TIME

For the years ending June 30, 2021 and 2020, employees of the Organization were eligible to accrue vacation for a maximum of 160 hours. At June 30, 2021 and 2020, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of $233,907 and $243,779, respectively.

NOTE 7. LONG TERM DEBT

The long term debt of the Organization as of June 30, 2021 and 2020 consisted of the following:

	2021	2020
Note payable with the USDA requiring 360 monthly installments of $1,664, including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	$ 96,062	$ 110,824
Note payable with a bank requiring 120 monthly installments of $2,936, including interest at 4% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2031.	285,268	307,719
Note payable with a bank requiring 60 monthly installments of $459, including interest at 5% per annum. This note was an unsecured line of credit that was converted to a term loan during the year ended June 30, 2016 and was paid off during the year ended June 30, 2021.	-	4,478
Note payable to a financing company requiring 72 monthly installments of $312, including interest at 5.49% per annum. Secured by the Organization's vehicle. This note was paid off during the year ended June 30, 2021.	-	4,228
Note payable to a financing company requiring 72 monthly installments of $313, including interest at 5.54% per annum. Secured by the Organization's vehicle. This note was paid off during the year ended June 30, 2021.	-	3,948
Note payable to a financing company requiring 60 monthly installments of $143, including interest at 5.99% per annum. Secured by the Organization's vehicle. This note was paid off during the year ended June 30, 2021.	-	705

	2021	2020
Note payable to a financing company requiring 72 monthly installments of $248, including interest at 6.10% per annum. Secured by the Organization's vehicle. This note was paid off during the year ended June 30, 2021.	-	7,294
Note payable with a bank requiring 60 monthly installments of $2,512, including interest at 5.51% per annum. Secured by second mortgage on commercial property. This note was paid off during the year ended June 30, 2021.	-	387,227
Bond payable with a bank requiring monthly installments of $14,485, including interest of 2.75% plus the bank's internal cost of funds multiplied by 67% with an indicative rate of 3.28%. Secured by first commercial real estate mortgage on various properties and assignments of rents at various properties. Final installment due August 2040.	2,467,774	2,547,308
Cornerstone Housing North, Inc. capital advance due to the U.S. Department of Housing and Urban Development. This capital advance is not subject to interest or principal amortization and will be forgiven after 40 years, or in August 2047.	1,617,600	1,617,600
Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principal amortization. Payments are deferred for 40 years; final payment due in August 2047.	250,000	250,000
Total long term debt before unamortized debt issuance costs	4,716,704	5,241,331
Unamortized debt issuance costs	(10,044)	(10,931)
Total long term debt	4,706,660	5,230,400
Less current portion due within one year	(129,155)	(437,843)
	$ 4,577,505	$ 4,792,557

The scheduled maturities of long-term debt as of June 30, 2021 were as follows:

Years ending June 30	Amount
2022	$ 129,155
2023	134,452
2024	139,961
2025	145,697
2026	151,677
Thereafter	4,015,762
	$ 4,716,704

As described at **Note 3**, the Organization is required to maintain a reserve account with a bank for the first two notes payable listed above.

NOTE 8. CAPITAL LEASE OBLIGATIONS

During the year ended June 30, 2016, the Organization leased a phone system and copier under the terms of capital leases, which expired in November 2020 and March 2021, respectively. During the year ended June 30, 2017, the Company leased an additional copier under the terms of a capital lease, which expired in May 2021. The assets and liabilities under the capital leases were recorded at the lower of the present value of the minimum lease payments or the fair value of the assets. The assets are depreciated over their estimated lives.

The obligations included in capital leases at June 30, 2021 and 2020, consisted of the following:

	2021	2020
Lease payable to a financing company with monthly installments of $208 for principal and interest at 9.5% per annum. The lease was secured by the phone system and matured in November 2020.	$ -	$ 1,213
Lease payable to a financing company with monthly installments of $122 for principal and interest at 8.841% per annum. The lease was secured by a copier and matured in March 2021.	-	944

	2021	2020
Lease payable to a financing company with monthly installments of $122 for principal and interest at 8.918% per annum. The lease was secured by a copier and matured in May 2021.	-	1,397
	-	3,554
Less current portion	-	(3,554)
	$ -	$ -

NOTE 9. DEMAND NOTE PAYABLE

The Organization has available a $750,000 line of credit with its primary financial institution which is secured by real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 5.00% per annum. There was no balance outstanding at June 30, 2021 and 2020. The line is subject to renewal each January.

NOTE 10. OPERATING LEASES

The Organization has entered into numerous lease commitments for space and office equipment. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the years ended June 30, 2021 and 2020, the annual rent expense for leased facilities and office equipment totaled $138,598 and $181,004, respectively.

Future minimum lease payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2021, are as follows:

Years ending June 30	Amount
2022	$ 127,467
2023	65,722
2024	43,884
2025	43,884
2026	42,869
Thereafter	3,512
	$ 327,338

NOTE 11. IN-KIND CONTRIBUTIONS

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, transportation and elder programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions.

The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and elder programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

NOTE 12. CONCENTRATION OF RISK

Tri-County Community Action Program, Inc. receives a majority of its support from federal and state governments. For the years ended June 30, 2021 and 2020, approximately $18,238,690 (76%) and $14,380,020 (74%), respectively, of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant impact on the Organization's programs and activities.

Cornerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the years ended June 30, 2021 and 2020, approximately 67% and 68%, respectively, of the Organization's total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone Housing North, Inc.'s assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, the Organization operates in a regulated environment. The operation of the Organization is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.

NOTE 13. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following specific program services as of June 30, 2021 and 2020:

	2021	2020
Temporary Municipal Funding	$ 216,423	$ 307,017
FAP	174,056	102,998
Restricted Buildings	39,913	85,713
Loans – HSGP	24,403	22,029
FAP/EAP	16,330	24,350
RSVP Program Funds	5,887	5,887
Head Start	5,856	-
RSVP – Matter to Balance	500	500
10 Bricks Shelter Funds	17	-
DOE	-	46,287
Donations to Maple Fund	-	1,571
Loans – HHARLF	-	104
Coronavirus Response	-	94
Total net assets with donor restrictions	$ 438,385	$ 596,550

NOTE 14. COMMITMENTS AND CONTINGENCIES

Grant Compliance

The Organization receives funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

Environmental Contingencies

On March 30, 2009, the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company.

The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment, provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

Loss Contingencies

During the year ended June 30, 2018 and subsequently, legal actions were brought against the Organization. Due to the uncertainty of the outcome of such cases as of June 30, 2021, as well as the uncertainty of the Organization's potential liability, no amount has been accrued by the Organization at this time.

NOTE 15. REPLACEMENT RESERVE AND RESIDUAL RECEIPTS ACCOUNTS

Under Cornerstone Housing North, Inc.'s regulatory agreement with HUD, the Organization is required to set aside amounts into a replacement reserve for the replacement of property and other project expenditures approved by HUD. HUD-restricted deposits of $181,723 and $155,278 were held in a segregated account at June 30, 2021 and 2020, respectively. HUD-restricted deposits generally are not available for operating purposes.

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. Residual receipts of $59,517 and $31,049 were held in a segregated account for the years ended June 30, 2021 and 2020, respectively.

HUD has initiated policies to recapture funds built up in residual receipts accounts upon renewal of the Organization's project rental assistance contract. The policies direct that the amounts in excess of certain limits in the residual receipts account be (a) used to offset rent subsidies due from HUD under HAP contracts, or (b) remitted directly to HUD. The policies generally require project owners to limit the monies accumulated in the residual receipts account to $250 per unit.

In accordance with the policy noted above, the Organization was required to remit funds to HUD totaling $31,412 during the year ended June 30, 2020. In addition to the funds remitted, HUD approved the Organization to withdraw $11,852 from the residual receipts account for equipment during the year ended June 30, 2020.

NOTE 16. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

NOTE 17. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through November 19, 2021, the date the financial statements were available to be issued.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Health and Human Services				
HEAD START CLUSTER				
Head Start	93.600		01CH10000-06-00	$ 1,811,807
Head Start	93.600		01CH011936-01-00	1,100,815
CRSSA-Head Start	93.600			44,544
			CLUSTER TOTAL	2,957,166
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-20B1NHLIEA	171,618
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-21B1NHLIEA	4,833,072
CV-Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	2001NHE5C3	787,286
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-20B1NHLIEA 1056420	(12,553)
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-21B1NHLIEA 1056420	227,527
			TOTAL	6,006,950
AGING CLUSTER				
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	93.044	State of New Hampshire Office of Energy and Planning	18AANHT3SS	6,489
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr. Wheels)	93.044	State of New Hampshire Department of Health and Human Services	512-500352	81,322
			TOTAL	87,811
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate & HD Meals)	93.045	State of New Hampshire Department of Health and Human Services	541-500386	300,127
CV-Special Programs for the Aging-Title III, Part C - Nutrition Services (Congregate & HD Meals)	93.045	State of New Hampshire Department of Health and Human Services		161,544
			TOTAL	461,671
Nutrition Services Incentive Program (NSIP)	93.053	State of New Hampshire Department of Health and Human Services	NONE	93,340
			CLUSTER TOTAL	642,822
Community Services Block Grant	93.569	State of New Hampshire Department of Health and Human Services	102-500731	470,848
CV - Community Services Block Grant	93.569	State of New Hampshire Department of Health and Human Services	NONE	279,400
			TOTAL	750,248
Temporary Assistance for Needy Families (NHEP Workplace Success)	93.558	Southern New Hampshire Services, Inc.	16-DHHS-BWW-CSP-05	36,127
Temporary Assistance for Needy Families (JARC)	93.558	State of New Hampshire Department of Health and Human Services	1802NHTANF	24,800
			TOTAL	60,927
HIV Care Formula Grants (Ryan White Care Program)	93.917	State of New Hampshire Department of Health and Human Services	530-500371	2,932
Social Services Block Grant (Title XX I&R)	93.667	State of New Hampshire Department of Health and Human Services	545-500387	104,826
Social Services Block Grant (Title XX HD)	93.667	State of New Hampshire Department of Health and Human Services	544-500386	85,043
Social Services Block Grant (Guardianship)	93.667	State of New Hampshire Department of Health and Human Services	102-500731	13,524
			TOTAL	203,393
Promoting Safe and Stable Families/Family Violence Prevention and Services/Discretionary	93.556 & 93.592	State of New Hampshire Coalition against Domestic and Sexual Violence	SPIRDV	13,226
Provider Relief Fund	93.498			31,678
Projects for Assistance in Transition from Homelessness	93.150	State of New Hampshire Office of Human Services, Bureau of Homeless	05-95-42-423010-7926	52,372
Special Programs for the Aging Title IV and Title II Discretionary Projects	93.048	University of New Hampshire		15,000
CV-Special Programs for the Aging Title IV and Title II Discretionary Projects	93.048	University of New Hampshire		19,319
			TOTAL	34,319
Total U.S. Department of Health and Human Services				$ 10,756,033

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Energy				
Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Service	EE0007935	$ 277,664
Total U.S. Department of Energy				$ 277,664
U.S. Corporation for National and Community Service				
Retired and Senior Volunteer Program	94.002		19SRANH001	$ 77,198
Total U.S. Corporation for National and Community Service				$ 77,198
U.S. Department of Agriculture				
Child and Adult Care Food Program	10.558	State of New Hampshire Department of Education	NONE	$ 138,900
FOOD DISTRIBUTION CLUSTER				
Emergency Food Assistance Program	10.569	BMCAP	CLUSTER TOTAL	17,739
Total U.S. Department of Agriculture				$ 156,639
U.S. Department of Homeland Security				
Emergency Food & Shelter Program (FEMA)	97.024			$ 5,886
CV-Emergency Food & Shelter Program (FEMA)	97.024			22,775
Total U.S. Department of Homeland Security				$ 28,661
U.S. Department of Justice				
Crime Victim Assistance (VOCA)	16.575	State of New Hampshire Coalition against Domestic and Sexual Violence	VOCA	$ 112,770
Sexual Assault Services Formula Program (SASP)	16.017	State of New Hampshire Coalition against Domestic and Sexual Violence	2019-KF-AX-0043	17,173
OVW Technical Assistance Initiative	16.526	Grafton County Court	OVW-2016-13829	13,794
Total U.S. Department of Justice				$ 143,737
U.S. Department of Transportation				
Formula Grants for Rural Areas (Section 5311)	20.509	State of New Hampshire Department of Transportation	NH-18-X046	$ 576,390
TRANSIT SERVICES PROGRAMS CLUSTER				
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of New Hampshire Department of Transportation	NH-65-X006	6,297
			CLUSTER TOTAL	6,297
Total U.S. Department of Transportation				$ 582,687
U.S. Department of Housing and Urban Development				
Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services	102-500731	$ 62,625
CV-Emergency Solutions Grant Program	14.231	State of NH Governor's Office for Emergency Relief & Recovery		58,804
			TOTAL	121,429
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	NH0020I1001811	71,685
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	SS-2019-BHHS-01-Coord-04	130,822
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	NONE	36,165
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	NH0120T1G00190	14,157
			TOTAL	253,029
Total U.S Department of Housing and Urban Development				$ 374,458

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Labor				
WIA/WIOA CLUSTER				
WIA/WIOA Adult Program	17.258	Southern New Hampshire Services, Inc.	2016-0004	$ 10,650
Total U.S. Department of Labor			CLUSTER TOTAL	$ 10,650
U.S. Department of the Treasury				
Coronavirus Relief Fund	21.019	Volunteer NH!		$ 24,301
Coronavirus Relief Fund	21.019	State of NH Governor's Office of Emergency Relief and Recovery Housing Stabilization Fund		1,409,876
Coronavirus Relief Fund	21.019	State of NH Governor's Office of Emergency Relief and Recovery Shelter Modification Program		8,553
Coronavirus Relief Fund	21.019	State of NH Governor's Office of Emergency Relief and Recovery COVID - 19 Long Term Care Stabilization Program		38,190
			TOTAL	1,480,920
Emergency Rental Assistance Program	21.023	NH Housing Finance Authority		2,639,018
Total U.S. Department of the Treasury				$ 4,119,938
TOTAL EXPENDITURES OF FEDERAL AWARDS				$ 16,527,665
NON-FEDERAL				
New Hampshire Public Utilities Company - Electrical Assistance Program		BMCAP		$ 291,216

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S.Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE B - 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 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 C - INDIRECT RATE

Tri-County Community Action Program Inc. has elected to not use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

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

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

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

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, 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 Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated November 19, 2021.

Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered Tri-County Community Action Program Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program 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 may exist that have not been identified.

Compliance and Other Matters

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

Purpose of this Report

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

Leone McDonnell & Roberts
Professional Association

November 19, 2021
North Conway, New Hampshire

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

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

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Tri-County Community Action Program 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 Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2021. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditors' Responsibility

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

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

Opinion on Each Major Federal Program
In our opinion, Tri-County Community Action Program, 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 June 30, 2021.

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

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

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

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

Leone McDonnell & Roberts
Professional Association

November 19, 2021
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2021

1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.

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.*

3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, 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 during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.*

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

6. No audit findings that are required to be reported in accordance with 2 CFR 200.516(a) are reported in this Schedule.

7. The programs tested as major programs included:

   U.S. Dept. of Health & Human Services, LIHEAP – ALN 93.568

   U.S. Dept. of the Treasury, Coronavirus Relief Fund – ALN 21.019

   U.S. Dept. of the Treasury, ERAP – ALN 21.023

   U.S. Dept. of Housing and Urban Development, CoC – ALN 14.267

   New Hampshire Public Utilities Company, Electrical Assistance Program (non-Federal)

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

9. Tri-County Community Action Program, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

TRI-COUNTY COMMUNITY ACTION

Serving Coös, Carroll & Grafton Counties since 1965

Helping People. Changing Lives.

Board of Directors

FY2023

Coos County	Carroll County	Grafton County
Board Chair	Charles Monaghan	Linda Massimilla
Sandy Alonzo	Business	Elected Official
Business		
		Ruth Heintz
Brian Hoffman		Business Attorney
Business		
Secretary		Richard Mcleod
Fay Pierce		Low Income
Low Income		
		Treasurer
		George Sykes
		Elected Official

Jeanne L. Robillard

CORE STRENGTHS

Program development, management and administration • Community collaborations
Development of policy, protocol, and service delivery to meet funder standards
Grant writing and management • Budget performance and financial reporting
Innovative solutions & problem solving • Capacity building
Professional presentations • Public speaking
Dedication • Imagination • Determination • Fortitude

PROFESSIONAL EXPERIENCE

Tri-County Community Action Programs, Inc.
Chief Executive Officer
Berlin, NH ***2018 - current FT employment***

Tri-County Community Action Programs, Inc.
Chief Operating Officer
Berlin, NH 2016 - 2018
Responsible for the operations of six agency Divisions with 15 individual programs that provide over 60 consumer services across three counties of Northern New Hampshire. Essential duties include; supervision of Division Directors, oversee and monitor program resources, revenues, expenditures and budget performance; tactical oversight of programs to meet or exceed agency defined strategic goals; develop and implement strategies to improve individual programs and overall agency program and fiscal performance; oversee and lead special projects such as the Annual Report, Strategic Plan, Community Needs Assessment process, and work with Senior Management Team to develop new service initiatives. Provide tactical guidance to Division Directors to trouble shoot issues and problems in the daily operations of programs.

Tri-County Community Action Programs, Inc.
Division Director: TCCAP Prevention Services
Berlin, NH 2015- 2016
Responsible for four agency programs under the umbrella of TCCAP Prevention Services; oversee division resources, revenues, and expenditures and monitor budget performance; general oversight of programs to meet or exceed agency defined strategic goals; supervise program directors; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and agency; develop fundraising and marketing strategies for programs; represent program through participation in state and local initiatives relative to program/division goals and service delivery; collaborate with stakeholders and elected officials, including presenting legislative testimony.

Tri-County Community Action Programs, Inc.
Program/Division Director: Support Center at Burch House
Littleton, New Hampshire 2007- 2015
Oversee daily operation and supervision of domestic and sexual violence crisis center and residential shelter; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and parent agency; oversee program resources, revenues and expenditures, and monitor budget performance and progress toward strategic goals; create and direct victim advocacy programs to ensure compliance with grant deliverables and applicable state and federal law; develop fundraising and marketing strategies; participate in state and local collaborations to enhance victim services; represent program in state and federal victim service initiatives, including presentation of legislative testimony; create and present trainings for medical and legal professionals on legal standards and best practices for victim services.

Bookkeeper: Women's Rural Entrepreneurial Network (WREN)
Bethlehem, NH current PT employment
Responsible for grant fiscal tracking, reporting, funds release and account transfers, bi-weekly payroll and 941 payments, accounts payable and receivable, month end reconciliations for bank accounts, credit cards, petty cash, retail and market sales; monthly POS/QB reconciliation for three retail locations, preparing monthly cash flow, forecasts, and standard fiscal reports for Board of Directors.

Tri-County Community Action Programs, Inc.
Direct Services/Volunteer Coordinator: Support Center at Burch House
Littleton, New Hampshire 1997 to 2007
Provide advocacy and direct service to victims of domestic and sexual violence; supervise court advocacy programs; recruit, train and supervise staff, volunteers, and interns; develop agency systems, policies and protocols; create and present community outreach presentations and campaigns; present school-based violence prevention classes for grades K-12 ; provide on-call coverage of crisis line

Director: Haverhill Area Juvenile Diversion Program
Woodsville, New Hampshire 1999-2001
Recruit, train, and supervise volunteer diversion committees; establish community programming for diverted youth; supportive counseling of youth; maintain collaborative relationships between the court system, juvenile service officers, local police departments, and diversion program; prepare and file court reports on diverted youth; community outreach and education

Counselor/Title I Teacher: Northern Family Institute-Jefferson Shelter
Jefferson, New Hampshire 1996-1999
Provide individual supportive counseling to adjudicated youth, facilitate peer support groups, develop and implement treatment plans and case management services to clients, supervise and tutor youth in classroom setting, supervise youth in daily living skills

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Education

BS in Human Services, Springfield College School of Human Services, Boston, MA
Criminal Justice Concentration, *Graduated with 4.0 GPA*

AS in Drug and Alcohol Rehabilitation Counseling (DARC Program)
Southern Connecticut Community College, New Haven, CT

Additional Skills, Professional Leadership and Civic Affiliations

- Chairman, Bethlehem Board of Selectmen, Town of Bethlehem Twice Elected *2006-2010*
- Chairman, Arts Alliance of Northern New Hampshire *2000-2003, Treasurer 1996-1998*
- Chairman, Haverhill Area Family Violence Council *1998-2003*
- Certified PRIME FOR LIFE Impaired Driver Intervention Program Instructor #NH16199
- Registered Sexual Harassment Prevention Trainer in the State of New Hampshire
- Board Member, Women's Rural Entrepreneurial Network *2014; Individual Member 2008-2017*
- Bethlehem Planning Board *2010 - 2015*
- Bethlehem Conservation Commission *2006 - current*
- Granite United Way, North Country Cabinet Member *2011-2012*
- TCCAP: Commendation- Division Director Award, *2011*
- Bethlehem Citizen's Advisory Committee on Recycling *2007-2010*
- Licensed Foster Parent, State of NH *2000-2006*
- Small Business Owner : Aurora Energies *2015- current*
- Speakeasy Trio Jazz Vocalist/ Sweet Jamm Swing Band Jazz Vocalist *1997- current*
- Member, United States Figure Skating Association/International Skating Institute *current since 1993*

RANDALL S. PILOTTE

SUMMARY

Accounting professional with over 29 years of experience, of which 21 years were with a single private manufacturer. 16 years of experience managing accounting professionals. Key competencies include:

Financial Statements	Accounts Payables	Inventory	Fixed Assets
Payroll	Bank Reconciliations	Accounts Receivables	Sales/Use Tax
Budgeting	Cash Flow Management	Audits	Forecasting

EXPERIENCE

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH 06/2013-Present

CFO (2017 – Present)
Work closely with the CEO, Treasurer and Finance Committee to identify performance goals for the Agency and to maintain systems to monitor performance against those goals. Plan, direct, coordinate, implement and evaluate the financial management systems and activities of the Agency with a budget of $18M.

- Prepare/provides complete and accurate financial, statistical, and accounting records for the Agency and outside regulatory agencies.
- As a member of the senior management team, assists in the formulation and execution of corporate finance policies, objectives and programs.
- Prepares program and agency budgets in conjunction with the CEO and Program Directors. Plan, direct, coordinate, implement and evaluate fiscal performance reviews of Tri-County CAPs divisions.
- Hire, train, direct and evaluate employee performance within the department; recommend promotions and salary adjustments.
- Provides supervision and direction for the Facilities Management Team, ensuring that all mortgages, leases and covenants are maintained for Tri-County CAP's facilities. Creation of five-year capital plan.
- Reviews cash flows for each division, monitor cash management practices, and monitor investments associated with each property.
- Prepared five-year debt reduction plan.

Fiscal Director/Interim CFO (2016 – 2017)

- Direct and manage a fiscal staff of 5 and processes associated with the general ledger, payroll, and accounts payable, accounts receivable, cash receipts and fixed assets.
- Prepare and supervise the production of financial statements including Balance Sheet, Revenue and Expense Reports, and Cost Summaries on a monthly and annual basis.
- Maintain proper accounting controls on grants and contributions to ensure accurate revenue reporting and expense tracking to support periodic monitoring's by funders and auditors.
- Ensure all balance sheet, revenue and expense accounts are analyzed and reconciled periodically.
- Collaborate with Division Directors to monitor departmental revenue and expenses versus budget.
- Worked with the CFO to develop real time monthly and annual financial reporting; and implementing departmental goals.
- Prepare audit schedules for external auditors.
- Collaborate with external auditors in completing annual audit in a timely manner.

Accounting Manager (2015-2016)

Sr. Accountant (2013-2014)
RANDALL PILOTTE RESUME:

KENT NUTRITION GROUP, INC. (f/k/a Blue Seal Feeds, Inc.), Londonderry, NH 03/1989-09/2010

Assistant Controller (2005-2010)

- Ensured an accurate and timely monthly and year end close, consisting of the preparation of a consolidated and individual financial statement in accordance with GAAP for nine manufacturing plants and 11 retail stores with gross revenues in excess of $200M. Additional responsibilities included preparing journal entries, account analysis, inventory review and observation, fixed assets, and depreciation.
- Managed, trained, and supervised a staff accountant responsible for ensuring accurate journal entries, inventory reconciliation, tonnage tax returns, bank reconciliations, and assignment of special projects.
- Oversaw all aspects of proprietary software, multi-state payroll system for 500 employees. Prepared all federal and state payroll tax reports, including quarterly and year-end returns, processing of W2s, and supervision of payroll clerk.
- Interfaced with 18 various banks throughout New England and Mid-Atlantic area used as depositories.
- Prepared multi-state sales/use tax returns and acted as point of contact for audits.
- Pro-actively coached and consulted plant and store management on the annual budget development process.
- Oversaw month-end accruals.
- Assisted and responded to auditors' requests on annual audit.
- Filed annual franchise and abandoned property reports with appropriate states.

Accounting Manager (1999-2005)

Supported the Corporate Controller's initiatives by providing supervision and oversight to the Accounting function. Supervised and trained two accounts payable clerks on Chart of Accounts, Accounts Payable, timely and accurate processing and payment of vendor's invoices, employee travel reimbursements, and standard accounting practices.

Accountant/Payroll Supervisor (1994-1999)

Accountant (1989-1994)

NORTHERN TELECOM, INC., Concord, NH 05/1987-03/1989

Associate Results Accountant (1988-1989)

Accounts Payable (1987-1988)

EDUCATION

Bachelor of Science, Accounting, FRANKLIN PIERCE COLLEGE, Concord, NH

SARAH WIGHT

[redacted]

EXPERIENCE

April 2021 – Present
Department Head Housing Stability, TRI-COUNTY COMMUNITY ACTION

2019 – April 2021
PROGRAM DIRECTOR (DIVISION DIRECTOR) ENERGY ASSISTANCE SERVICES, TRI-COUNTY COMMUNITY ACTION

- Ensure the Energy Assistance Program's contracts and Federal guidelines are followed by all employee's within the program
- Create and Track Budgets for the program, staying within the programs contracted amount
- Attend monthly/quarterly meetings with the Office of Strategic Initiatives and Neighbor Helping Neighbor
- Update Department Head of any changes or issues that arise

FEBRUARY 2014 – 2019
ENERGY ASSISTANCE PROGRAM MANAGER, TRI-COUNTY COMMUNITY ACTION

- Supervise the processing of the Fuel and Electric Applications
- Oversee staff members of the Energy Assistance Services Program
- Interview and hire staff.
- Work with Office Coordinators with disciplinary actions and/or plans
- Have a professional relationship with outside agencies, town offices and state programs
- Submit weekly and monthly reimbursement request

AUGUST 2010 – FEBRUARY 2019
CERTIFIER, TRI-COUNTY COMMUNITY ACTION

- Verify that submitted Fuel and Electric Applications are processed correctly and all required information is included
- Ensure the State Manual is known and followed when processing applications
- Have a professional relationship with vendors and landlords with mutual clients
- Make referrals to other programs or agencies that can assist clients further

AUGUST 2009 – August 2010
FRONT DESK/DATA ENTRY, ANDROSCOGGIN VALLEY HOSPITAL

- Answer telephone and in person questions
- Enter daily charges and payments
- Update spreadsheets with Medicare and Medicaid payments
- Process refunds

SHERETTA DAVIS

EXPERIENCE

March 2019 – Present
Program Director Homeless Intervention & Prevention -Tri-County CAP

- Processing of applications for all Housing Stability programs for approval and preparing check requests.
- Assisted Domestic Violence victims who resided at Support Center at Burch House with obtaining stable housing, enrolled them in HUD-RRH program, provided ongoing case management, and making sure all files were in compliance with the Coalition reporting standards.
- Processing and approval of all NH Housing Relief Program applications to ensure stabilized housing during the COVID-19 pandemic.
- Building relationships with multiple landlords within Grafton, Coos, and Carroll Counties.
- Supervising the case managers and outreach workers to ensure they are meeting the program deliverable for homeless intervention & prevention, and complete billing invoices within the division for entry into HMIS & Empower.

July 2015 - Present
Accounting, Davis & Brothers Associates

- Preparation of Individual/Business tax returns. Responsible for new customer development and customer service.
- Printing and distribution of tax refund checks, assisting clients with documents requested by IRS and follow up calls to clients.
- Training new tax preparers on policies and procedures.

EDUCATION

May 2008
M.B.A in Accounting, Everest University
Studying of accounting and procedures

SKILLS

- Bookkeeping
- Customer Service (On Site & Virtual)
- Payroll
- Office Management & Administration
- Human Resource, Interviewing & Hiring, Employee Training
- Office Management & Administration
- Accounts Payable & Accounts Receivable
- Assistant Manager
- Tax Preparer, Valid PTIN
- Legal Document Coder

COMMUNICATION

Excellent communication, organizational, and project management skills. PC proficient with MS Office, QuickBooks, Peachtree, Inforum Gold, and Microstep.

Tri-County Community Action Program, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jeanne Robillard	Chief Executive Officer	$120,000	0%	0
Randall Pilotte	Chief Financial Officer	$85,000	0%	0
Sarah Wight	Department Head	$59,980	7%	$4,198.74
Sheretta Davis	Program Director	$45,000	18%	$8,100

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Lori A. Shibinette
Commissioner

Karen E. Hebert
Director

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

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

June 3, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend existing contracts with the contractors listed below, to continue providing Permanent Housing and Coordinated Entry Programs to individuals, youth, and/or families who are at risk of or experiencing homelessness, by increasing the total price limitation by $2,201,519 from $5,655,683, to $7,857,202, and extend the completion dates by one (1) year as specified in the table below, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts and subsequent amendments were approved by the Governor and Executive Council as indicated in the table below.

Vendor Name & Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	Current Completion Date	Revised Completion Date	G&C History
Community Action Partnership of Strafford County, Dover, NH #177200-B004	Statewide	$115,572	$38,524	$154,096	June 30, 2022	June 30, 2023	O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A2: 6/30/21 (Item #47)
Community Action Program Belknap-Merrimack Counties, Inc., Concord, NH #177203-B003	Statewide	$260,166	$86,722	$346,888	June 30, 2022	June 30, 2023	O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A2: 6/30/21 (Item #47)

Vendor Name & Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	Current Completion Date	Revised Completion Date	G&C History
Families in Transition Manchester, NH #157730-B001	Concord	$205,755	$68,585	$274,340	June 30, 2022	June 30, 2023	O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A2: 6/30/21 (Item #47)
The Lakes Region Mental Health Center, Inc., Laconia, NH #154480-B001	Laconia	$309,216	$112,362	$421,578	June 30, 2022	June 30, 2023	O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A2: 6/30/21 (Item #47)
Southwestern Community Services, Inc., Keene, NH #177511-R001	Cheshire & Sullivan Counties	$416,394	$180,339	$596,733	August 31, 2022	August 31, 2023	O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A2: 12/2/20 (Item #11) A3 6/30/21 (Item #47)
Southwestern Community Services, Inc., Keene, NH #177511-R001	Statewide	$259,656	$86,552	$346,208	June 30, 2022	June 30, 2023	O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A2: 6/30/21 (Item #47)
Southwestern Community Services, Inc., Keene, NH #177511-R001	Cheshire & Sullivan Counties	$862,404	$307,144	$1,169,548	June 30, 2022	June 30, 2023	O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A2: 6/30/21 (Item #47)

Vendor Name & Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	Current Completion Date	Revised Completion Date	G&C History
The Mental Health Center for Southern New Hampshire Derry, NH #174116-R001	Western Rockingham County	$827,013	$299,319	$1,126,332	June 30, 2022	June 30, 2023	O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A2: 6/30/21 (Item #47)
The Mental Health Center for Southern New Hampshire Derry, NH #174116-R001	Western Rockingham & Coos Counties	$1,738,004	$800,751	$2,538,755	July 31, 2022	July 31, 2023	O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A:2 12/2/20 (Item #10) A3 6/30/21 (Item #47)
Tri-County Community Action Program Inc., Berlin, NH #177195-B009	Statewide	$392,466	$130,822	$523,288	June 30, 2022	June 30, 2023	O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A2: 6/30/21 (Item #47)
Tri-County Community Action Program Inc., Berlin, NH #177195-B009	Grafton, Coos & Carroll Counties	$269,037	$90,399	$359,436	June 30, 2022	June 30, 2023	O: 6/19/19 (Item #46) A1: 5/6/20 (Item #37) A2: 6/30/21 (Item #47)
	Total:	**$5,655,683**	**$2,201,519**	**$7,857,202**			

Funds are available in the following accounts 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.

See attached fiscal details.

EXPLANATION

The Department is extending the completion dates of the contracts by one (1) year. The U.S. Department of Housing and Urban Development (HUD) directs the Department to provide the funding to contractors that previously applied to HUD for Continuum of Care program funding. HUD reviewed the applications and subsequently awarded funding based on its criteria and the

Department is directing said funds to the Contractors through this request. It is for this reason that the Department is seeking to extend these agreements even though there are no renewal options currently available. The start date of the resulting 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 extensions, occurring in various months throughout the year.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental assistance, leasing assistance, or operations funding as well as access to supportive services to individuals, youth and families who are experiencing homelessness. Approximately 1,500 households will be served during State Fiscal Years 2023 and 2024.

The contractors support the primary goals of the Continuum of Care Permanent Housing and Coordinated Entry Programs, which are to provide housing supports while identifying and engaging unsheltered homeless persons and persons at imminent risk of homelessness. The contractors will continue facilitating the movement of participants to shelter and permanent housing while providing connections to community and mainstream services in order to maximize participants' abilities to live more independently.

Using the federally required Housing First model, the Contractors provide Housing Stability Case Management and facilitates each participant's relocation 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.

Source of Federal Funds: Assistance Listing Number #14.267, FAIN# NH0020L1T002114, NH0057L1T002112, NH0096L1T002106, NH0007L1T002114, NH0013L1T002114, NH0003L1T002114, NH0014L1T002114, NH0019L1T002114

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

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

100% Federal Funds

Community Action Partnership of Strafford County — 177200-B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42307418	$38,524.00	$0.00	$38,524.00
2021	102-500731	Contracts for Program Services	42307421	$38,524.00	$0.00	$38,524.00
2022	074-500589	Grants for Pub Asst and Relief	42307424	$38,524.00	$0.00	$38,524.00
2023	074-500589	Grants for Pub Asst and Relief	TBD	$0.00	$38,524.00	$38,524.00
		Sub Total		$115,572.00	$38,524.00	$154,096.00

Community Action Program Belknap and Merrimack Counties Inc. — 177203-B003

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42307418	$86,722.00	$0.00	$86,722.00
2021	102-500731	Contracts for Program Services	42307421	$86,722.00	$0.00	$86,722.00
2022	074-500589	Grants for Pub Asst and Relief	42307424	$86,722.00	$0.00	$86,722.00
2023	074-500589	Grants for Pub Asst and Relief	TBD	$0.00	$86,722.00	$86,722.00
		Sub Total		$260,166.00	$86,722.00	$346,888.00

Families in Transition — 157730-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42301508	$68,585.00	$0.00	$68,585.00
2021	102-500731	Contracts for Program Services	42301510	$68,585.00	$0.00	$68,585.00
2022	074-500589	Grants for Pub Asst and Relief	42301512	$68,585.00	$0.00	$68,585.00
2023	074-500589	Grants for Pub Asst and Relief	TBD	$0.00	$68,585.00	$68,585.00
		Sub Total		$205,755.00	$68,585.00	$274,340.00

The Lakes Region Mental Health Center, Inc. — 154480-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42307512	$99,835.00	$0.00	$99,835.00
2021	102-500731	Contracts for Program Services	42307514	$102,211.00	$0.00	$102,211.00
2022	102-500731	Contracts for Program Services	42307517	$107,170.00	$0.00	$107,170.00
2023	074-500589	Grants for Pub Asst and Relief	TBD	$0.00	$112,362.00	$112,362.00
		Sub Total		$309,216.00	$112,362.00	$421,578.00

Southwestern Community Services — 177511-R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42308208	$453,606.00	$0.00	$453,606.00
2021	102-500731	Contracts for Program Services	42308210	$523,538.00	$0.00	$523,538.00
2022	102-500731	Contracts for Program Services	42308212	$292,036.00	$0.00	$292,036.00
2022	074-500585	Contracts for Program Services	42307812	$154,330.00	$0.00	$154,330.00
2022	074-500589	Grants for Pub Asst and Relief	42307424	$86,552.00	$0.00	$86,552.00
2023	074-500589	Grants for Pub Asst and Relief	TBD	$0.00	$393,696.00	$393,696.00
2023	074-500585	Grants for Pub Asst and Relief	TBD	$28,392.00	$150,283.00	$178,675.00
2024	074-500585	Grants for Pub Asst and Relief	TBD	$0.00	$30,056.00	$30,056.00
		Sub Total		$1,538,454.00	$574,035.00	$2,112,489.00

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

The Mental Health Center for Southern New Hampshire — 174116-R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42307612	$540,665.00	$0.00	$540,665.00
2021	102-500731	Contracts for Program Services	42302403	$925,837.00	$0.00	$925,837.00
2022	102-500731	Contracts for Program Services	42302406	$286,119.00	$0.00	$286,119.00
2022	074-500585	Grants for Pub Asst and Relief	42302121	$749,227.00	$0.00	$749,227.00
2023	074-500589	Grants for Pub Asst and Relief	TBD	$0.00	$299,319.00	$299,319.00
2023	074-500585	Grants for Pub Asst and Relief	TBD	$63,169.00	$734,022.00	$797,191.00
2024	074-500585	Grants for Pub Asst and Relief	TBD	$0.00	$66,729.00	$66,729.00
		Sub Total		$2,565,017.00	$1,100,070.00	$3,665,087.00

Tri County Community Action Program, Inc. — 177195-B009

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Program Services	42307418	$219,781.00	$0.00	$219,781.00
2021	102-500731	Contracts for Program Services	42307421	$220,501.00	$0.00	$220,501.00
2022	102-500731	Contracts for Program Services	TBD	$90,399.00	$0.00	$90,399.00
2022	074-500589	Grants for Pub Asst and Relief	42307424	$130,822.00	$0.00	$130,822.00
2023	074-500589	Grants for Pub Asst and Relief	TBD	$0.00	$221,221.00	$221,221.00
		Sub Total		$661,503.00	$221,221.00	$882,724.00

Overall Total	$5,655,683.00	$2,201,519.00	$7,857,202.00

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

This Amendment to the Continuum of Care, Permanent Supportive Housing I, Expansion Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Tri-County Community Action Program, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #46), as amended on May 6, 2020 (Item #37), and as amended on June 30, 2021, (Item #47), 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:

   June 30, 2023

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $359,436

3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:

   1.2.4. Grant Numbers:

   1.2.4.1 NH0020L1T001811 (SFY 2020) Grant Year 1

   1.2.4.2. NH0020L1T001912 (SFY 2021) Grant Year 2

   1.2.4.3. NH0020L1T002013 (SFY 2022) Grant Year 3

   1.2.4.4. NH0020L1T002114 (SFY 2023) Grant Year 4

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:

   1.2.7.1 Not to exceed $359,436

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

   1.2.8. Funds allocation under this agreement for Continuum of Care Program;

	July 1, 2019 – June 30, 2020	July 1, 2020 – June 30, 2021	July 1, 2021 – June 30, 2022	July 1, 2022 – June 30, 2023
1.2.8.1. Rental Assistance	$55,440	$56,160	$56,880	$56,880
1.2.8.2. Supportive Services	$29,586	$29,586	$29,586	$29,586
1.2.8.3. Administrative Expenses	$3,933	$3,933	$3,933	$3,933
1.2.8.4. **Total Program Amount**	**$88,959**	**$89,679**	**$90,399**	**$90,399**

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

6/3/2022
Date

DocuSigned by:
Karen Hebert
628C6CEB1B4A41B...
Name: Karen Hebert
Title: Division Director

Tri-County Community Action Program, Inc.

6/3/2022
Date

DocuSigned by:
Jeanne Robillard
4DF7...
Name: Jeanne Robillard
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/6/2022
Date

DocuSigned by:
Robyn Guarino
74873484494144A0...
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:

47 mac

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

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

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

June 15, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into **Sole Source** amendments with the three (3) Vendors listed in **Bold** in the table below and amend the remaining contracts, by exercising renewal options to extend the completion dates as reflected in the table below, to continue to provide Permanent Housing and Coordinated Entry Programs to individuals, youth, and/or families who are at risk of or experiencing homelessness, and by increasing the total price limitation by $2,335,227 from $3,848,823 to $6,184,050, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on June 19, 2019, item #46, and were subsequently amended with Governor and Council approval on May 6, 2020, item #37. The contracts highlighted in **bold**, were amended with Governor and Council approval, in the order they appear below, on November 18, 2020, item #17, and on December 2, 2020 item #11 and item #10 respectively.

Vendor Name & Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	Current Completion Date	Revised Completion Date
Community Action Partnership Strafford County, Dover, NH #177200-B004	Statewide	$77,048	$38,524	$115,572	June 30, 2021	June 30, 2022
Community Action Program Belknap-Merrimack Counties, Inc., Concord, NH #177203-B003	Statewide	$173,444	$86,722	$260,166	June 30, 2021	June 30, 2022
FIT/NHNH, Inc., Manchester, NH #157730-B001	**Concord**	**$308,452**	**$219,915**	**$528,367**	August 31, 2021	August 31, 2022
FIT/NHNH, Inc., Manchester, NH #157730-B001	Concord	$137,170	$68,585	$205,755	June 30, 2021	June 30, 2022

The Lakes Region Mental Health Center, Inc., Laconia, NH #154480-B001	Laconia	$202,046	$107,170	$309,216	June 30, 2021	June 30, 2022
Southwestern Community Services, Inc., Keene, NH #177511-R001	**Cheshire & Sullivan Counties**	**$246,042**	**$170,352**	**$416,394**	August 31, 2021	August 31, 2022
Southwestern Community Services, Inc., Keene, NH #177511-R001	Statewide	$173,104	$86,552	$259,656	June 30, 2021	June 30, 2022
Southwestern Community Services, Inc., Keene, NH #177511-R001	Cheshire & Sullivan Counties	$570,368	$292,036	$862,404	June 30, 2021	June 30, 2022
The Mental Health Center for Southern New Hampshire Derry, NH #174116-R001	Western Rockingham County	$540,894	$286,119	$827,013	June 30, 2021	June 30, 2022
The Mental Health Center for Southern New Hampshire Derry, NH #174116-R001	**Western Rockingham & Coos Counties**	**$979,973**	**$758,031**	**$1,738,004**	July 31, 2021	July 31, 2022
Tri-County Community Action Program Inc., Berlin, NH #177195-B009	Statewide	$261,644	$130,822	$392,466	June 30, 2021	June 30, 2022
Tri-County Community Action Program Inc., Berlin, NH #177195-B009	Grafton, Coos, & Carroll Counties	$178,638	$90,399	$269,037	June 30, 2021	June 30, 2022
	Total:	**$3,848,823**	**$2,335,227**	**$6,184,050**		

Funds are anticipated to be available in the following account for State Fiscal Year 2022 and State Fiscal Year 2023, 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	TBD	$1,606,764	$0	$1,606,764
2021	102-500731	Contracts for Prog Svcs	TBD	$2,145,410	$0	$2,145,410
2022	102-500731	Contracts for Prog Svcs	TBD	$96,649	$2,215,928	$2,312,577
2023	102-500731	Contracts for Prog Svcs	TBD	$0	$119,299	$119,299
			Total:	$3,848,823	$2,335,227	$6,184,050

EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the existing contracts with the three (3) vendors listed in **bold** above beyond the renewal options available to align with the revised Federal award dates. Federal regulations require the Department to identify each vendor, by name, during the annual, federal Continuum of Care Program renewal application process, prior to the grant awards being issued. A competitive process occurs at the Federal level and the Department delivers the funding to the Contractors through these agreements. Specifically, the U.S. Department of Housing and Urban Development reviews the applications and subsequently awards funding based on pre-established criteria.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, and access to supportive and other services to individuals who are experiencing homelessness. The vendors support the primary goals of the Continuum of Care Permanent Housing and Coordinated Entry Programs, which are to provide housing supports while identifying and engaging unsheltered homeless persons and persons at imminent risk of homelessness, as well as providing basic interventions such as food and referrals to services and to facilitate their movement to shelter, permanent housing and maximum self-sufficiency.

Approximately 3,400 homeless individuals, or individuals at imminent risk of homelessness, will be served from July 1, 2021, to August 31, 2022.

The vendors will facilitate the movement of participants to shelter and permanent housing while providing connections to community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urban Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

The Department will monitor contracted services using the following reports and information:

- 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, Paragraph 2.1., of the original contracts, 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 with nine (9) contractors for the one remaining year available. As noted above, the Department is seeking to extend the agreements with FIT/NHNH, Inc. and Southwestern Community Services, Inc., for one (1) year and only ten (10) months of renewal is available in each contract and to extend the contract with the Mental Health Center for Southern New Hampshire by one (1) year and only 11 months of renewal is 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 or deadly situations without a safety net. Additionally, if data is not collected, as required by these contracts, the Department will be incompliant with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent housing supportive services.

Area served: Statewide.

Source of Funds: CFDA #14.267, FAIN #s, NH0096L1T002005, NH0003L1T002013, NH0013L1T002013, NH0020L1T002013, NH0007L1T002013, NH0019L1T002013, NH0014L1T002013, NH0060L1T002008, NH0057L1T002011.

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

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

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

This Amendment to the Continuum of Care, Permanent Supportive Housing I, Expansion Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Tri-County Community Action Program, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #46), as amended on May 6, 2020 (Item #37), 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, 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:

   June 30, 2022

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $269,037

3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:

   1.2.4. Grant Numbers:

   1.2.4.1 NH0020L1T001811 (Grant Year 1)

   1.2.4.2. NH0020L1T001912 (Grant Year 2)

   1.2.4.3. NH0020L1T002013 (Grant Year 3)

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1. to read:

   1.2.7.1 Not to exceed $269,037

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 1, Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

   1.2.8. Funds allocation under this agreement for Continuum of Care Program;

	Grant Year 1	Grant Year 2	Grant Year 3
1.2.8.1. Rental Assistance	$55,440	$56,160	$56,880
1.2.8.2. Supportive Services	$29,586	$29,586	$29,586
1.2.8.3. Administrative Expenses	$3,933	$3,933	$3,933
1.2.8.4. **Total Program Amount**	**$88,959**	**$89,679**	**$90,399**

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 July 1, 2021, subject to 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

6/15/2021
Date

DocuSigned by:
Christine Santaniello
DD6054FFE0ED4B4...
Name: Christine Santaniello
Title: Director

Tri-County Community Action Program, Inc.

6/9/2021
Date

DocuSigned by:
Jeanne Robillard
4DFE7B1061AD4C3...
Name: Jeanne Robillard
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/15/2021
Date

DocuSigned by:
DSCA93035330C4AE...
Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

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

April 22, 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 amend existing Sole Source contracts with the vendors listed below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to individuals and families who are experiencing homelessness through the Federal Continuum of Care Program, by exercising contract renewal options by increasing the total price limitation by $1,657,969 from $1,606,764 to $3,264,733 and by extending the completion dates from June 30, 2020 to June 30, 2021 effective July 1, 2020 or upon Governor and Council approval, whichever is later. The original contracts were approved by Governor and Council on June 19, 2019, item #46. 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Community Action Partnership Strafford County, Dover, NH	177200-B004	Statewide	$38,524	$38,524	$77,048
Community Action Program Belknap-Merrimack Counties, Inc., Concord, NH	177203-B003	Statewide	$86,722	$86,722	$173,444
FIT/NHNH, Inc., Manchester, NH	157730-B001	Concord	$99,046	$101,469	$200,515
FIT/NHNH, Inc., Manchester, NH	157730-B001	Concord	$68,585	$68,585	$137,170

The Lakes Region Mental Health Center, Inc., Laconia, NH	154480-B001	Laconia	$99,835	$102,211	$202,046
Southwestern Community Services, Inc., Keene, NH	177511-R001	Cheshire & Sullivan Counties	$85,230	$87,728	$172,958
Southwestern Community Services, Inc., Keene, NH	177511-R001	Statewide	$86,552	$86,552	$173,104
Southwestern Community Services, Inc., Keene, NH	177511-R001	Cheshire & Sullivan Counties	$281,824	$288,544	$570,368
The Mental Health Center for Southern New Hampshire Derry, NH	174116-R001	Western Rockingham County	$267,435	$273,459	$540,894
The Mental Health Center for Southern New Hampshire Derry, NH	174116-R001	Western Rockingham County	$273,230	$303,674	$576,904
Tri-County Community Action Program Inc., Berlin, NH	177195-B009	Statewide	$130,822	$130,822	$261,644
Tri-County Community Action Program Inc., Berlin, NH	177195-B009	Grafton, Coos, and Carroll Counties	$88,959	$89,679	$178,638
		Total:	$1,606,764	$1,657,969	$3,264,733

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-42-423010-7927 HEALTH & SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SERVICES, 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 Svc	TBD	$1,606,764	$0	$1,606,764
2021	102-500731	Contracts for Prog Svc	TBD	$0	$1,657,696	$1,657,696
			Total	$1,606,764	$1,657,969	$3,264,733

EXPLANATION

This request is **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. Annually, the US Department of Housing and Urban Development (HUD) oversees a Continuum of Care Program competitive application process. As part of this process, the Department is required to provide HUD with each potential vendor and HUD evaluates vendor applications. Based on that evaluation process, HUD directs the Department to provide grant awards and the specific amounts to vendors. As previously stated, the original contract was approved by Governor and Council on June 19, 2019, Item #46.

The purpose of this request is to continue providing Permanent Housing and Coordinated Entry Programs that deliver rental and leasing assistance, access to supportive services and other services to individuals who are experiencing homelessness.

Approximately 3,000 individuals will be served from July 1, 2020 to July 1, 2021.

Vendors facilitate movement of participants into sustained permanent housing while providing connections with community and mainstream services in order to maximize participants' abilities to live more independently. The U.S. Department of Housing and Urban Development established the Continuum of Care concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive and strategic manner.

The Department will monitor contracted services using the following performance measures:

- 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, unless the vendor is required by law to use an alternate means of data collection. 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 contracts, 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 Executive Council not authorize this request, there will be fewer permanent housing options and homeless outreach services available, leaving individuals and families that are vulnerable in unsafe and deadly situations without a safety net. Additionally, if data is not collected as required by these contracts, the Department will be in non-compliance with federal regulations, which could result in a loss of federal funding for these and other types of homeless and permanent supportive services.

Area served: Statewide

Source of Funds: CFDA# 14.267/FAIN# NH0014L1T001912, NH0057L1T001910, NH0060L1T001907, NH0096L1T001904

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Continuum of Care, Permanent Supportive Housing I, Expansion Program

This 1st Amendment to the Continuum of Care, Permanent Supportive Housing I, Expansion 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 Tri-County Community Action Program, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 30 Exchange St, Berlin, NH, 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #46), 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, 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:

   June 30, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $178,638

3. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.4., to read:

   1.2.4. Grant Numbers:

   1.2.4.1. NH0020L1T001811

   1.2.4.2. NH0020L1T001912

4. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.7., Subparagraph 1.2.7.1., to read:

   1.2.7.1 Not to exceed $ 178,638

5. Exhibit B, Methods and Conditions Precedent to Payment, Section 1. Permanent Supportive Housing Program Funding, Subsection 1.2., Paragraph 1.2.8., to read:

   1.2.8. Funds allocation under this agreement for Continuum of Care Program:

		Grant Year 1	Grant Year 2
1.2.8.1.	Rental Assistance	$55,440	$56,160
1.2.8.2.	Supportive Services	$29,586	$29,586
1.2.8.3.	Administrative Expenses	$3,933	$3,933
1.2.8.4.	Total Program Amount	$88,959	$89,679

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

4/8/20
Date

Name: Christine L. Santaniello
Title: Director DEHS

Tri-County Community Action Program, Inc.

3/27/2020
Date

Name: Jeanne Robillard
Title: Chief Executive Officer

New Hampshire Department of Health and Human Services
Continuum of Care, Permanent Supportive Housing I, Expansion Program

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

OFFICE OF THE ATTORNEY GENERAL

4/17/20
Date

Name:
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:

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Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
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

May 28, 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 below to provide Permanent Housing and Coordinated Entry Programs and Supportive Services to homeless individuals and families through the Federal Continuum of Care Program in an amount not to exceed $1,606,764, effective July 1, 2019, upon Governor and Executive Council approval, through June 30, 2020. 100% Federal Funds.

Vendor Name	Project Name	Vendor #	Location	SFY 2020 Amount
Community Action Partnership Strafford County	Coordinated Entry	177200-B004	Statewide	$38,524
Community Action Program Belknap-Merrimack Counties, Inc.	Coordinated Entry	177203-B003	Statewide	$86,722
FIT/NHNH, Inc.	Concord Community Leasing II Permanent Housing	157730-B001	Concord	$99,046
FIT/NHNH, Inc.	Concord Permanent Housing	157730-B001	Concord	$68,585
The Lakes Region Mental Health Center, Inc.	McGrath Street Permanent Housing	154480-B001	Laconia	$99,835
Southwestern Community Services, Inc.	Permanent Housing Cheshire County	177511-R001	Cheshire & Sullivan Counties	$85,230
Southwestern Community Services, Inc.	Coordinated Entry	177511-R001	Statewide	$86,552
Southwestern Community Services, Inc.	Shelter Plus Care Permanent Housing	177511-R001	Cheshire & Sullivan Counties	$281,824
The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management	Family Housing I Permanent Housing	174116-R001	Western Rockingham County	$267,435

Vendor Name	Project Name	Vendor #	Location	SFY 2020 Amount
The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management	Permanent Housing I	174116-R001	Western Rockingham County	$273,230
Tri-County Community Action Program, Inc.	Coordinated Entry	177195-B009	Statewide	$130,822
Tri-County Community Action Program, Inc.	Permanent Supportive Housing I, Expansion	177195-B009	Grafton, Coos, and Carroll Counties	$88,959
			Total:	$1,606,764

Funds are available in the following account for State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

05-95-42-423010-7927 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	Amount
2020	102-500731	Contracts for Program Services	TBD	$1,606,764
			Total	$1,606,764

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.

The attached agreements represent twelve (12) of twenty-nine (29) total 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.

The purpose of these requests is for the provision of Permanent Housing and Coordinated Entry Programs that shall deliver rental/leasing assistance, service access, supportive services and associated administrative services targeted to serve approximately three-thousand (3000) participants from July 1, 2019 through June 30, 2020.

Using the "Housing First" model and the development of Stabilization and Crisis Management plans, the Vendors will facilitate participant's movement into sustained permanent housing while providing connections with community and mainstream services to maximize 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 and homelessness in a coordinated, comprehensive, and strategic fashion. The Continuum of Care serves three main purposes:

- A strategic planning process for addressing homelessness in the community.
- A process to engage broad-based, community-wide involvement in addressing homelessness on a year-round basis.
- 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 homeless individuals and families.

The following performance measures/objectives will be used to measure contract compliance and vendor performance:

- Annual compliance reviews shall be performed that include the collection of data relating to compliance with administrative rules and contractual agreements.
- Statistical reports shall be submitted on a semi-annual basis from all funded vendors, including various demographic information and income and expense reports including match dollars.
- All vendors funded for rapid re-housing, transitional, permanent or coordinated entry housing, or outreach/supportive services will be required to maintain timely and accurate data entry in the New Hampshire Homeless Management Information System, unless they are required by law to use an alternate means of data collection. The NH Homeless Management Information System will be the primary reporting tool for outcomes and activities of shelter and housing programs funded through this contract.

As referenced in Exhibit C-1 of each of these contracts, the Department reserves the right to extend each agreement for up to two (02) 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, Permanent Housing, and Coordinated Entry Programs and Supportive Services for New Hampshire homeless individuals and families may not be available in their communities, and there may be an increase in demand for services placed upon the region's local welfare authorities. It may also cause individuals and/or families to become homeless.

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.

Area served: Statewide

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

FORM NUMBER P-37 (version 5/8/15)

Subject: Continuum of Care, Permanent Supportive Housing I, Expansion Program, SS-2020-BHS-04-PERMA-25

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Tri-County Community Action Program, Inc		1.4 Contractor Address 30 Exchange Street Berlin, NH 03570	
1.5 Contractor Phone Number 603-752-7001	1.6 Account Number 05-95-42-423010-7927-102-500731	1.7 Completion Date 06/30/2020	1.8 Price Limitation $88,959
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 Robillard CEO	

1.13 Acknowledgement: State of New Hampshire, County of Coos

On 5/20/19, 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

CHRISTINA MORIN, Notary Public
State of New Hampshire
My Commission Expires December 19, 2023

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Christina Morin Notary Public

1.14 State Agency Signature Date: 5/29/19	1.15 Name and Title of State Agency Signatory Christine Santaniello, DHHS 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: (K. Allen Brooks) On: 6/4/19

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

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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 $1,000,000per 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.

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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.

Contractor Initials JK
Date 5/22/19

SCOPE OF SERVICES

Permanent Supportive Housing Program

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provided 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 (BHS)
129 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, has the right to modify service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon receipt of federal funds under the Continuum of Care (CoC) Grant. The State, as the Collaborative Applicant for the Balance of State CoC, and/or, the recipient of the CoC funding, has applied for the CoC Grant and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the CoC Grant.

1.4. For the purposes of this agreement, the Department has identified the Contractor as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.5. Notwithstanding the confidentiality procedures established under 24 CFR Part 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 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.

1.6. 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 2017 Notice of Funding Available (NOFA) CoC Project Application approved by HUD.

1.7. The Contractor shall provide services according to HUD regulations outlined in Public Law 102-550 and 24 CFR Part 578: CoC Program and other written, appropriate HUD policies/directives.

1.8. 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 requirements.

1.9. 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.

1.10. 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.

2. Scope of Services

2.1. The Contractor shall implement a Coordinated Entry System (CES) for all projects funded by the CoC Program, Emergency Solutions Grants (ESG) Program, and Housing Opportunities for Persons with AIDS (HOPWA) Program, in accordance with CoC interim rule, 24 CFR Part 578.

2.2. The Contractor shall provide a permanent supportive housing program through the expansion project that delivers six (6) scattered site apartments for individuals experiencing chronic homelessness, and 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.

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).

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.

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 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 must keep the following documentation of annual income:

2.3.1.4.1. Income evaluation form specified by HUD and completed by the Contractor; and

2.3.1.4.2. Source documents (e.g., most recent wage statement, unemployment compensation statement, public benefits statement, bank statement) for the assets held by the program participant and income received before the date of the evaluation;

2.3.1.4.3. To the extent that source documents are unobtainable, a written statement by a relevant third party (e.g., employer, 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 must 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 must 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 must document the types of supportive services provided under the Contractor's program and the amounts spent on those services. The Contractor must keep documentation that these 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).

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.

2.6.6. The Contractor must retain copies of all procurement contracts and documentation of compliance with the Procurement Requirements in 24 CFR 85.36 and 24 CFR part 84.

2.7. Confidentiality. In addition to meeting the 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 as required by this Agreement and state and federal laws and regulations;

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 Notice of Funding Availability (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.

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 HUD New Project Application, federal fiscal year 2018, #SF-424, dated September 07, 2018; and

5.1.1. The Contractor shall abide by the performance measures as detailed in all applicable HUD regulations including, but not limited to, those outlined in 24 CFR Part 578: Continuum of Care Program and Public Law 102-550.

5.1.2. The Contractor shall be accountable to all performance measures as detailed in the Annual Performance Report Section 3.1.1. 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 a Coordinated Entry System, as detailed in Section 2.1. 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 supportive housing program as outlined in Section 2.2. Exhibit A and as outlined in other written HUD policies and directives as appropriate.

6.2.1. Project outcomes shall include, but are not limited to:

6.2.1.1. Participants exit homelessness faster, and once housed, remain stably housed.

6.2.1.2. Participants experience increased connections to:

6.2.1.2.1. Financial resources such as SSI/SSDI, SNAP and cash assistance through applications done with the assistance of the case manager;

6.2.1.2.2. Increased employment through availability of job training/resume writing courses; and

6.2.1.2.3. A decrease in the use of emergency services such as hospitals, jails and shelters.

6.3. The Contractor shall provide accurate and timely reporting as detailed in Section 3., Program Reporting Requirements, Exhibit A.

Exhibit B

METHOD AND CONDITIONS PRECEDENT TO PAYMENT

1. Permanent Supportive Housing Program Funding

1.1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement pursuant to Exhibit A, Scope of Services, the State agrees to pay the Contractor an amount not to exceed Form P-37, Block 1.8, Price Limitation and for the time period specified below.

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. Grant Number: NH0020L1T001811

1.2.5. Federal Agency: U.S. Department of Housing & Urban Development (HUD)

1.2.6. Program Title: Continuum of Care, Permanent Supportive Housing

1.2.7. Total Amount Continuum of Care:

1.2.7.1. not to exceed $88,959

1.2.8. Funds allocation under this agreement for Continuum of Care Program:

1.2.8.1.	Rental Assistance:	$55,440
1.2.8.2.	Supportive Services:	$29,586
1.2.8.3.	Administrative Expenses:	$3,933
1.2.8.4.	Total program amount:	$88,959

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 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
129 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.

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

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

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

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

3.3.3.4. 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, subject to the availability of sufficient funds.

3.4.2. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in Section 5. Expense Eligibility, Exhibit B. The Contractor must have written approval from the State prior to billing for any other expenses.

3.4.3. Eligible expenditures shall be in accordance with the approved line item not to exceed an amount as specified in this Exhibit, and defined by HUD under the provisions of Public Law 102-550 and other applicable regulations.

3.4.4. 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.

3.4.5. Schedule of Payments:

3.4.5.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) 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.

3.4.5.2. 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

3.4.5.3. 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 or 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, inform 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. Use of Grant Funds

4.1. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made through the Budget Office without obtaining approval of the Governor and Executive Council if needed and justified.

5. Expense Eligibility

5.1. 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.

5.2. Operating Expenses:

5.2.1. Eligible operating expenses include:

5.2.1.1. Maintenance and repair of housing;

5.2.1.2. Property taxes and insurance (including property and car);

5.2.1.3. 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);

5.2.1.4. Building security for a structure where more than fifty (50) percent of the units or area is paid for with grant funds;

5.2.1.5. Utilities, including electricity, gas and water; and

5.2.1.6. Furniture and equipment.

5.2.2. Ineligible costs include:

5.2.2.1. Rental assistance and operating costs in the same project;

5.2.2.2. Operating costs of emergency shelter and supportive service-only facilities; and

5.2.2.3. Maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.

5.3. Supportive Services

5.3.1. 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.

5.3.2. Eligible costs shall include:

5.3.2.1. Annual assessment of Service Needs. The costs of assessment required by 578.53(a) (2);

5.3.2.2. Assistance with moving costs. Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company;

5.3.2.3. 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;

5.3.2.4. 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;

5.3.2.5. Education Services. The costs of improving knowledge and basic educational skills are eligible;

5.3.2.6. 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 program participants in employment assistance and job training programs is also an eligible cost;

5.3.2.7. Food. The cost of providing meals or groceries to program participants is eligible;

5.3.2.8. Housing search and counseling services. Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible;

5.3.2.9. 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;

5.3.2.10. 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;

5.3.2.11. 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;

5.3.2.12. Outpatient health services. Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals;

5.3.2.13. 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;

5.3.2.14. 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;

5.3.2.15. Transportation Services are described in 24CFR 578(e) (15);

5.3.2.16. Utility Deposits. This form of assistance consists of paying for utility deposits. Utility deposits must be one-time, paid to utility companies;

5.3.2.17. 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);

5.3.2.18. 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; and

5.3.2.19. 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.

5.4. Rental Assistance

5.4.1. Grant funds may be used for rental assistance for homeless individuals and families.

5.4.2. Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or who is living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.

5.4.3. 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:

5.4.3.1. Short term, up to 3 months of rent;

5.4.3.2. Medium term, for 3-24 months; or

5.4.3.3. Long-term, for longer than 24 months.

5.4.4. Grant funds may be used for security deposits in an amount not to exceed 2 months of rent.

5.4.5. 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.

5.4.6. 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.

5.4.7. 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.

5.4.8. 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.

5.4.9. The Contractor must provide one of the following types of rental assistance: Tenant-based, Project-based, or Sponsor-based rental assistance as described in 24 CFR 578.51.

5.4.9.1. 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.

5.4.9.2. 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.

5.4.9.3. 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.

5.4.9.4. 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.

5.5. Administrative Costs:

5.5.1. Eligible administrative costs include:

5.5.1.1. 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; and

5.5.1.2. 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:

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

5.5.1.2.1.1. 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:

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

5.5.1.2.1.1.2. Developing systems for assuring compliance with program requirements;

5.5.1.2.1.1.3. Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;

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

5.5.1.2.1.1.5. Preparing reports and other documents related to the program for submission to HUD;

5.5.1.2.1.1.6. Coordinating the solution of audit and monitoring findings;

5.5.1.2.1.1.7. Preparing reports and other documents directly related to the program submission to HUD;

5.5.1.2.1.1.8. Evaluating program results against stated objectives;

5.5.1.2.1.1.9. Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in sections 5.5.1.2.1.1.1. through 5.5.1.2.1.1.8. above, Exhibit B.

5.5.1.2.1.1.10. Travel costs incurred for official business in carrying out the program;

5.5.1.2.1.1.11. Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services;

5.5.1.2.1.1.12. 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;

5.5.1.2.1.1.13. Training on Continuum of Care requirements. Costs of providing training on Continuum of Care requirements and attending HUD-Sponsored Continuum of Care trainings; and

5.5.1.2.1.1.14. Environmental review. Costs of carrying out the environmental review responsibilities under 24 CFR 578.31.

5.6. Leasing:

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.

5.6.1. Requirements:

5.6.1.1. 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.

5.6.1.2. 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.

5.6.1.3. 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.

5.6.1.4. 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.

5.6.1.5. Occupancy agreements and subleases. Occupancy agreements and subleases are required as specified in 24 CFR 578.77(a).

5.6.1.6. Calculation of occupancy charges and rent. Occupancy charges and rent from program participants must be calculated as provided in 24 CFR 578.77.

5.6.1.7. Program income. Occupancy charges and rent collected from program participants are program income and may be used as provided under 24 CFR 578.97.

5.6.1.8. Transition. Refer to 24CFR 578.49(b)(8).

5.6.1.9. 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.

5.6.1.10. The portion of rent paid with grant funds may not exceed HUD-determined fair market rents.

5.6.1.11. The Contractor shall pay individual landlords directly; funds may not be given directly to participants to pay leasing costs.

5.6.1.12. Property damages may only be paid from money paid to the landlord for security deposits.

5.6.1.13. The Contractor cannot lease a building that it already owns to itself.

5.6.1.14. 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.

5.7. 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.

5.8. The Contractor shall have any staff charged in full or part to this Contract, or counted as match, complete weekly or bi-weekly timesheets.

6. Contractor Financial Management System

6.1. 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.

6.2. The Contractor shall maintain a financial management system that complies with 2 CFR part 200 or such equivalent system as the State may require.

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;

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.

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 (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) 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

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

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.

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.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

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

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

Vendor Name: Tri-County Community Action Programs, INC.

5/22/19
Date

Name: Jeanne Robillard
Title: CEO

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Vendor Name: Tri-County Community Action Programs, Inc.

5/22/19
Date

Name: Jeanne Robillard
Title: CEO

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

Vendor Initials JR
Date 5/22/19

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Vendor Name: Tri-County Community Action Programs, INC.

5/22/19
Date

Name: Jacque Robillard
Title: CEO

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.

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: Tri-County Community Action Programs, Inc.

5/22/19
Date

Name: Jeanne Robillard
Title: CEO

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: Tri-County Community Action Programs, INC.

5/22/19
Date

Name: Jeanne Robillard
Title: CEO

HEALTH INSURANCE PORTABLITY 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

Department of Health and Human Services	Tri-County Community Action Programs, INC.
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Jeanne Robillard
Name of Authorized Representative	Name of Authorized Representative
Director, DEHS	Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
5/20/19	5/22/19
Date	Date

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: Tri-County Community Action Programs, Inc.

5/22/19
Date

Name: Jeanne Robillard
Title: CEO

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: 073975708

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov