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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 14, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a **Sole Source** amendment to an existing contract with Community Action Partnership of Strafford County (VC #177200), Dover, NH, for the ongoing provision of a Rapid Re-Housing, Permanent Housing Program for individuals, youth, and/or households, statewide, through the Federal Continuum of Care Program, by increasing the price limitation by $7,056 from $656,652 to $663,708 with no change to the contract completion date of October 31, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on March 3, 2021, item #14, and most recently amended with Governor and Council approval on December 22, 2021, item #26.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	42309800	$138,019	$0	$138,019
2022	102-500731	Contracts for Prog Svc	42309800	$69,009	$0	$69,009
2022	074-500589	Grants for Public Asst and Relief	42309803	$149,875	$0	$149,875

2023	074-500589	Grants for Public Asst and Relief	42309803 42309806	$224,812	$4,704	$229,516
2024	074-500589	Grants for Public Asst and Relief	42309806	$74,937	$2,352	$77,289
			Total	**$656,652**	**$7,056**	**$663,708**

EXPLANATION

This request is **Sole Source** because federal regulations require all procurement efforts to be directed by the U.S. Department of Housing and Urban Development (HUD) which requires the Department to specify the vendor's name during the annual, federal, Continuum of Care (CoC) competitive application process for up to one (1) year prior to the grant award being issued. As the Collaborative Applicant for the Balance of State CoC, the Department is required to issue a Request for Proposals, through the Continuum, based on the HUD CoC Program Notice of Funding Opportunity (NOFO). HUD reviews and scores vendor applications based on federal rank and review policy, and scoring tools, created to match the federal NOFO. HUD subsequently awards funding based on strict federal criteria specifying eligible activities, populations to be served, expected performance outcomes, and timeframes for the application competition and subsequent Departmental agreements. The Department receives notification of the awards and signed grant agreements from HUD several months later at which time agreements, such as the one contained in this request, can be executed.

The purpose of this request is for the ongoing provision of a Rapid Re-Housing, Permanent Housing Program that provides rental assistance, utility assistance, and case management to help participants obtain, sustain, and remain in permanent housing in Strafford County. The request adds funds included in the Notice of Federal Award (FY2021 COC NOFO) which the Department received in July 2022.

A minimum of nine (9) households will be served at any point in time from the Effective Date through October 31, 2023.

The Rapid Re-Housing; Permanent Housing Program serves individuals and families experiencing homelessness who may otherwise be left in unsafe situations without permanent housing.

Using the federally required Housing First model, 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 continue to 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, resulting in vulnerable individuals and families experiencing homelessness in unsafe situations without needed support. Additionally, the Department will be out of compliance with federal regulations, which could result in a loss of federal funding for these and other types of permanent housing and supportive service programs.

Area served: Strafford County

Source of Federal Funds: Assistance Listing Number 14.267, FAIN NH0124L1T002102

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

This Amendment to the Rapid Rehousing contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Action Partnership of Strafford County ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 3, 2021 (Item #14), as amended on December 22, 2021 (Item #26), 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 17, 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 increase the price limitation 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 1.8, Price Limitation, to read:

   $663,708

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

   Robert W. Moore, Director.

3. Modify Exhibit C, Payment Terms, Section 1, to read:

   1. This Agreement is funded by 100% Federal funds from the US Department of Housing and Urban Development (HUD), Continuum of Care (CoC) Program, as awarded on March 13, 2020, Assistance Listing Number 14.267 (formerly known as Catalog of Federal Domestic Assistance), Federal Award Identification Number (FAIN) NH0124L1T001900, and as awarded on March 14, 2022, Assisted Listing Number 14.267, FAIN NH0124L1T002102.

4. Modify Exhibit C, Payment Terms, Section 3, to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget Sheet through Exhibit C-2, Amendment #2, Budget Sheet.

5. Modify Exhibit C-2, Amendment #1, Budget Sheet, by replacing in its entirety with Exhibit C-2, Amendment #2, Budget Sheet, which is attached hereto and incorporated by reference herein.

DS
Contractor Initials BAP
Date 11/9/2022

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

11/9/2022
Date

DocuSigned by:
Karen Hebert
628C6C21B9A416...
Name: Karen Hebert
Title: Division Director

Community Action Partnership of Strafford County

11/9/2022
Date

DocuSigned by:
Betsey Andrews Parker
85195A0C2B0B4F...
Name: Betsey Andrews Parker
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
Robyn Guarino

11/14/2022
Date

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:

CAPSC RRH Program
CoC Funds - NH0124L1T002001, NH0124L1T002102

	SFY2022 - 11/1/21-6/30/22								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 99,984	$ -	$ -	$ -	$ -	$ -	$ 99,984	$ -	$ -
Supportive Services	$ 46,064	$ -	$ -	$ -	$ -	$ -	$ 46,064	$ -	$ -
Administration	$ 3,807	$ -	$ -	$ -	$ -	$ -	$ 3,807	$ -	$ -
25% Required Match	$ 38,420	$ -	$ -	$ 38,420		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 188,295	$ -	$ -	$ 38,420	$ -	$ -	$ 149,875	$ -	$ -

	SFY2023 - 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 Assistance	$ 154,680	$ -	$ -	$ -	$ -	$ -	$ 154,680	$ -	$ -
Supportive Services	$ 69,126	$ -	$ -	$ -	$ -	$ -	$ 69,126	$ -	$ -
Administration	$ 5,710	$ -	$ -	$ -	$ -	$ -	$ 5,710	$ -	$ -
25% Required Match	$ 58,806	$ -	$ -	$ 58,806		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 288,322	$ -	$ -	$ 58,806	$ -	$ -	$ 229,516	$ -	$ -

	SFY2024 - 7/1/23-10/31/23								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 52,344	$ -	$ -	$ -	$ -	$ -	$ 52,344	$ -	$ -
Supportive Services	$ 23,042	$ -	$ -	$ -	$ -	$ -	$ 23,042	$ -	$ -
Administration	$ 1,903	$ -	$ -	$ -	$ -	$ -	$ 1,903	$ -	$ -
25% Required Match	$ 19,798	$ -	$ -	$ 19,798		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 97,087	$ -	$ -	$ 19,798	$ -	$ -	$ 77,289	$ -	$ -

	TOTAL - 11/1/21-10/31/23								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 307,008	$ -	$ -	$ -	$ -	$ -	$ 307,008	$ -	$ -
Supportive Services	$ 138,252	$ -	$ -	$ -	$ -	$ -	$ 138,252	$ -	$ -
Administration	$ 11,420	$ -	$ -	$ -	$ -	$ -	$ 11,420	$ -	$ -
25% Required Match	$ 117,024	$ -	$ -	$ 117,024		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 573,704	$ -	$ -	$ 117,024	$ -	$ -	$ 456,680	$ -	$ -

Total W/O Match $ 456,680

Contractor Initials CAP

Date 11/9/2022

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State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 25, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65583**
Certificate Number: **0005748257**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2022.

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Community Action Partnership of Strafford County_.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 19, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Betsey Andrews Parker, CEO_____ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Community Action Partnership of Strafford County to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 11/8/22

Signature of Elected Officer
Name: Alison Dorow
Title: Secretary

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/09/2022

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

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

PRODUCER		
CGI Insurance, Inc. 5 Dartmouth Drive Auburn NH 03032	CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (877) 562-8954 FAX (A/C, No): (866) 574-2443 E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hanover Insurance Company	22292
INSURED Community Action Partnership of Strafford County, DBA: Strafford CAP 577 Central St, Ste 10 Dover NH 03820	INSURER B: Eastern Alliance	10724
	INSURER C: Philadelphia Indemnity	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Abuse & Molestation Liab $1Million GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ZHV A192135	07/01/2022	07/01/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ Included
							Professional Liability	$ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			AWVA156930	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical Payments	$ 5,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			UHVA192136	07/01/2022	07/01/2023	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		01-0000113794-05	07/01/2022	07/01/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Directors & Officers EPLI and Crime Included			PHSD1725130	07/01/2022	07/01/2023	Per Occurrence	$3,000,000
							Aggregate Limit	$6,000,000
							Employee Dishonesty	$1,000,000

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

Workers Comp 3A State: NH

CERTIFICATE HOLDER

State of NH, Dept of Health and Human Services
129 Pleasant St
Concord NJ 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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MISSION

To reduce barriers to help clients improve their economic stability and well-being through education, advocacy, and partnerships.

community Action PARTNERSHIP of Strafford County

VISION

To eliminate poverty.

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Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

FOR THE YEARS ENDED
DECEMBER 31, 2020 AND 2019
AND
INDEPENDENT AUDITORS' REPORTS

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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

DECEMBER 31, 2020 AND 2019

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Leone, McDonnell & Roberts
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors of
Community Action Partnership of Strafford County and Affiliate
Dover, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization) and Affiliate, which comprise the consolidated statements of financial position as of December 31, 2020 and 2019, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

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Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Community Action Partnership of Strafford County and Affiliate as of December 31, 2020 and 2019, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

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 November 4, 2021, on our consideration of Community Action Partnership of Strafford County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Partnership of Strafford County's internal control over financial reporting and compliance.

Leone, McDonnell & Roberts
Professional Association

November 4, 2021
Wolfeboro, New Hampshire

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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2020 AND 2019

ASSETS

	2020	2019
CURRENT ASSETS		
Cash and cash equivalents	$ 1,316,311	$ 1,068,744
Accounts receivable	2,268,903	1,525,775
Contributions receivable	38,400	68,100
Inventory	226,233	19,510
Prepaid expenses	36,318	12,570
Total current assets	3,886,165	2,694,699
NONCURRENT ASSETS		
Security deposits	5,326	5,350
Property, net of accumulated depreciation	5,273,321	4,815,150
Other noncurrent assets	27,500	27,500
Total noncurrent assets	5,306,147	4,848,000
TOTAL ASSETS	$ 9,192,312	$ 7,542,699

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Demand note payable	$ 105,377	$ 105,432
Current portion of long term debt	18,343	-
Accounts payable	1,497,685	455,276
Accrued payroll and related taxes	88,682	193,430
Accrued compensated absences	131,108	84,272
Deferred revenue	107,606	-
Refundable advances	473,291	491,025
Paycheck Protection Program	97,500	-
Other current liabilities	1,318	4,955
Total current liabilities	2,520,910	1,334,390
NONCURRENT LIABILITIES		
Long term debt, less current portion shown above	2,775,919	2,566,846
Total liabilities	5,296,829	3,901,236
NET ASSETS		
Without donor restrictions	3,593,917	3,330,373
With donor restrictions	301,566	311,090
Total net assets	3,895,483	3,641,463
TOTAL LIABILITIES AND NET ASSETS	$ 9,192,312	$ 7,542,699

See Notes to Financial Statements

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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
CHANGE IN NET ASSETS			
REVENUES AND OTHER SUPPORT			
Grant revenue	$ 11,412,231	$ -	$ 11,412,231
Fees for service	1,544,770	-	1,544,770
Rent revenue	15,255	-	15,255
Public support	451,985	255,657	707,642
In-kind donations	630,948	-	630,948
Interest	103	-	103
Fundraising	64,423	-	64,423
Gain on sale of equipment	2,000	-	2,000
Total revenues and support	14,121,715	255,657	14,377,372
NET ASSETS RELEASED FROM RESTRICTIONS	265,181	(265,181)	-
Total revenues, support, and net assets released from restrictions	14,386,896	(9,524)	14,377,372
EXPENSES			
Program services			
Child services	4,470,403	-	4,470,403
Community services	2,258,463	-	2,258,463
Energy assistance	2,063,659	-	2,063,659
Housing	2,920,930	-	2,920,930
Weatherization	1,347,740	-	1,347,740
Workforce development	92,113	-	92,113
Total program services	13,153,308	-	13,153,308
Supporting activities			
Management and general	894,695	-	894,695
Fundraising	75,349	-	75,349
Total expenses	14,123,352	-	14,123,352
CHANGE IN NET ASSETS	263,544	(9,524)	254,020
NET ASSETS, BEGINNING OF YEAR	3,330,373	311,090	3,641,463
NET ASSETS, END OF YEAR	$ 3,593,917	$ 301,566	$ 3,895,483

See Notes to Financial Statements

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2019

	Without Donor Restrictions	With Donor Restrictions	Total
CHANGES IN UNRESTRICTED NET ASSETS			
REVENUES AND OTHER SUPPORT			
Grant revenue	$ 8,385,228	$ -	$ 8,385,228
Fees for service	2,026,319	-	2,026,319
Rent revenue	9,385	-	9,385
Public support	492,204	240,031	732,235
In-kind donations	699,583	-	699,583
Interest	335	-	335
Fundraising	25,334	-	25,334
Total revenues and support	11,638,388	240,031	11,878,419
NET ASSETS RELEASED FROM RESTRICTIONS	585,065	(585,065)	-
Total revenues, support, and net assets released from restrictions	12,223,453	(345,034)	11,878,419
EXPENSES			
Program services			
Child services	4,467,961	-	4,467,961
Community services	1,084,934	-	1,084,934
Energy assistance	2,382,868	-	2,382,868
Housing	310,583	-	310,583
Weatherization	1,894,803	-	1,894,803
Workforce development	134,487	-	134,487
Total program services	10,275,636	-	10,275,636
Supporting activities			
Management and general	834,730	-	834,730
Fundraising	93,752	-	93,752
Total expenses	11,204,118	-	11,204,118
CHANGE IN NET ASSETS BEFORE NONCASH CONTRIBUTION	1,019,335	(345,034)	674,301
NONCASH CONTRIBUTION	1,003,996	-	1,003,996
CHANGE IN NET ASSETS	2,023,331	(345,034)	1,678,297
NET ASSETS, BEGINNING OF YEAR	1,307,042	656,124	1,963,166
NET ASSETS, END OF YEAR	$ 3,330,373	$ 311,090	$ 3,641,463

See Notes to Financial Statements

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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2020

	Child Services	Community Services	Energy Assistance	Housing	Weatherization	Workforce Development	Total Program Services	Intermediate (Allocation) Pools	Management and General	Fundraising	Total
Payroll	$ 2,297,109	$ 540,856	$ 227,785	$ 229,407	$ 120,813	$ 47,695	$ 3,463,665	$ 102,841	$ 561,412	$ 28,548	$ 4,156,466
Payroll taxes	184,239	44,388	17,229	18,357	8,211	3,599	276,023	7,997	26,065	2,153	312,238
Fringe benefits	226,396	14,882	32,476	11,346	15,430	6,999	307,529	5,789	25,605	1,890	340,813
Weatherization material, fuel and client assistance	41,758	84,176	1,651,570	2,502,856	1,143,419	4,266	5,428,045	-	-	-	5,428,045
In-kind expenses	200,585	430,363	-	-	-	-	630,948	-	-	-	630,948
Consultants and contract labor	252,203	119,717	10,453	32,780	4,516	515	420,184	22,527	82,335	4,410	529,456
Consumable supplies	226,999	745,567	1,208	2,043	6,439	89	982,345	192,667	23,971	3,551	1,202,534
Rent	465,693	85,822	58,320	31,382	8,404	20,860	670,481	(526,032)	30,688	2,394	177,531
Repairs and maintenance	72,495	47,814	13,378	11,090	6,409	752	151,938	214,923	10,523	8,880	386,264
Utilities	120,444	12,453	12,220	23,703	2,569	3,250	174,639	(24,910)	21,270	760	171,759
Insurance	78,188	6,499	1,234	28,753	3,677	854	119,205	13,988	7,688	158	141,039
Meetings, events and training	60,027	21,508	204	180	8,638	-	90,557	215	7,122	1,276	99,170
Depreciation	74,321	26,863	391	4,621	4,328	2,320	112,844	-	69,956	-	182,800
Travel	35,896	6,534	202	477	3,722	500	47,331	(18,292)	1,145	158	30,342
Copying and postage	31,050	592	6,612	262	260	217	38,993	-	4,334	5,201	48,528
Retirement	11,943	3,321	1,015	1,271	314	177	18,041	257	4,764	113	23,175
Equipment and computer	10,001	41,181	11,161	20,307	1,664	20	84,334	2,350	2,276	70	89,030
Interest expense	79,974	5,128	17,816	2,005	8,849	-	113,772	2,168	15,343	1,056	132,339
Other program support	1,082	20,799	385	90	78	-	22,434	3,512	198	14,731	40,875
Total expenses	$ 4,470,403	$ 2,258,463	$ 2,063,659	$ 2,920,930	$ 1,347,740	$ 92,113	$ 13,153,308	$ -	$ 894,695	$ 75,349	$ 14,123,352

See Notes to Financial Statements

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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2019

	Child Services	Community Services	Energy Assistance	Housing	Weatherization	Workforce Development	Total Program Services	Intermediate (Allocation) Pools	Management and General	Fundraising	Total
Payroll	$ 2,189,019	$ 354,869	$ 277,226	$ 61,885	$ 110,799	$ 78,252	$ 3,072,050	$ 106,649	$ 441,704	$ 36,580	$ 3,656,983
Payroll taxes	164,122	27,441	20,586	4,333	7,274	5,911	229,667	8,416	48,879	2,813	289,775
Fringe benefits	188,748	25,710	36,852	6,034	12,536	9,765	279,645	7,497	22,254	4,853	314,249
Weatherization material, fuel and client assistance	46,338	16,514	1,950,305	158,775	1,685,131	1,499	3,858,562	-	-	-	3,858,562
In-kind expenses	290,676	404,468	-	-	500	-	695,644	-	-	3,939	699,583
Consultants and contract labor	263,688	23,990	3,026	15,403	1,110	819	308,036	17,231	93,118	4,995	423,380
Consumable supplies	372,577	115,909	1,105	5,413	5,023	1,607	501,634	25,407	30,977	1,768	559,786
Rent	410,129	26,747	53,052	28,011	6,739	24,103	548,781	(439,922)	28,681	1,649	139,189
Repairs and maintenance	29,287	14,801	9,078	3,639	359	1,478	58,642	132,983	12,568	134	204,327
Utilities	111,389	6,161	12,460	11,403	2,072	5,753	149,238	(12,262)	17,018	517	154,511
Insurance	96,469	5,697	1,699	5,036	1,959	1,128	111,988	11,349	15,137	207	138,681
Meetings, events and training	98,054	17,231	2,915	180	14,722	195	133,297	5,029	21,668	2,385	162,379
Depreciation	64,288	29,918	391	4,621	3,607	2,320	105,145	-	69,956	-	175,101
Travel	98,098	9,027	1,157	1,255	5,852	1,158	116,547	(23,504)	10,948	148	104,139
Copying and postage	22,053	528	9,177	115	40	118	32,031	76	3,336	18,958	54,401
Retirement	13,004	1,578	1,331	280	377	192	16,762	267	11,129	252	28,410
Equipment and computer	8,130	452	2,453	1,197	24,129	189	36,550	10,224	4,190	-	50,964
Interest expense	-	-	-	-	10,439	-	10,439	150,560	2,156	-	163,155
Indirect costs	-	-	-	-	-	-	-	-	945	-	945
Other program support	1,892	3,893	55	34	2,135	-	8,009	-	66	14,554	22,629
Total expenses	$ 4,467,961	$ 1,084,934	$ 2,382,868	$ 310,583	$ 1,894,803	$ 134,487	$ 10,275,636	$ -	$ 834,730	$ 93,752	$ 11,204,118

See Notes to Financial Statements

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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 254,020	$ 1,678,297
Adjustment to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	182,800	175,101
Donated property and equipment	-	(1,003,996)
Gain on the sale of equipment	(2,000)	-
(Increase) decrease in assets:		
Accounts receivable	(743,128)	(419,051)
Contributions receivable	29,700	(4,300)
Tax credits receivable	-	250,000
Inventory	(206,723)	(6,090)
Prepaid expenses	(23,748)	45,696
Security deposits	24	-
Increase (decrease) in liabilities:		
Accounts payable	1,042,409	46,317
Accrued payroll and related taxes	(104,748)	31,864
Accrued compensated absences	46,836	(9,812)
Deferred revenue	107,606	-
Refundable advances	(17,734)	75,690
Paycheck Protection Program	97,500	-
Other current liabilities	(3,637)	(74,466)
NET CASH PROVIDED BY OPERATING ACTIVITIES	659,177	785,250
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment	(640,971)	(158,292)
Proceeds on sale of equipment	2,000	-
NET CASH USED IN INVESTING ACTIVITIES	(638,971)	(158,292)
CASH FLOWS FROM FINANCING ACTIVITIES		
Borrowings of long-term debt	485,181	-
Payments made on long-term debt	(257,765)	(247,844)
Net repayments on demand note payable	(55)	(60,000)
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	227,361	(307,844)
NET INCREASE IN CASH AND CASH EQUIVALENTS	247,567	319,114
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	1,068,744	749,630
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 1,316,311	$ 1,068,744
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 130,185	$ 160,999
SUPPLEMENTAL DISCLOSURE OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Donated property and equipment	$ -	$ 1,003,996

See Notes to Financial Statements

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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

CONSOLIDATED NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization and Principles of Consolidation

Community Action Partnership of Strafford County (the Agency) is a 501(c)(3) private New Hampshire non-profit organization established under the provisions of the Equal Opportunity Act of 1964. Without services provided by the Agency, many local residents would be without a means to provide for their basic needs, including food, education, child care, utilities assistance, transportation, housing, emergency shelter and access to other services. The mission of the Agency is to educate, advocate and assist people in Strafford County to help meet their basic needs and promote self-sufficiency. The vision of the Agency is to eliminate poverty in Strafford County through compassion, education, self-sufficiency, transparency, accountability, team work, client focus and professionalism.

Academy Street Family Housing, LLC (Academy Street) is a limited liability company which is consolidated because the Agency controls 100% of the voting power of Academy Street. Academy Street leases property from the Agency under a lease agreement for an annual rent amount of $1. The lease commenced on April 21, 2020 and expires April 2045. Unless either party serves the other with a 180 day written notice prior to the expiration of the initial term, at the end of the initial term, the lease shall be automatically extended for an additional 25 year term. All significant intercompany items and transactions have been eliminated from the basic financial statements.

In addition to the Agency's administrative office located in Dover, the Agency maintains its outreach capacity by operating program offices in Farmington, Milton, Rochester, Dover and Somersworth. The Agency is funded by Federal, state, county and local funds, as well as United Way grants, public utilities, foundation and charitable grant funds, fees for service, private business donations, and donations from individuals. The Agency is governed by a tripartite board of directors made up of elected officials, community leaders from for-profit and non-profit organizations and residents who are low income. The board is responsible for assuring that the Agency continues to assess and respond to the causes and conditions of poverty in its community, achieve anticipated family and community outcomes, and remain administratively and fiscally sound. The Agency administers a wide range of coordinated programs to more than 15,000 people annually, and the programs are designed to have a measurable impact on poverty and health status among the most vulnerable residents: those under the age of 6, the elderly and those living in poverty. This coordinated approach is accomplished by providing a broad array of services that are locally defined, planned and managed with community agencies.

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NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Basis of Accounting

The consolidated financial statements have been prepared using the accrual basis of accounting in accordance with Generally Accepted Accounting Principles (GAAP) of the United States

Financial Statement Presentation

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

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

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

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

At December 31, 2020 and 2019, the Agency had net assets without donor and with donor restrictions.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are performed or expenditures are incurred.

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

CONSOLIDATED NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restriction. However, if a restriction is fulfilled in the same period in which the contribution is received, the Agency reports the support as unrestricted.

Contributed Services

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

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

Fair Value of Financial Instruments

Unless otherwise indicated, fair values of all reported assets and liabilities that are financial instruments approximate the carrying values of such amounts.

Inventory

Inventory materials are fixtures for installation and recorded at cost or contributed value, using the first-in, first-out method.

Property and Depreciation

Property and equipment, which have a cost greater than $5,000, are capitalized at cost or, if donated, at the approximate fair value at the date of donation. Specific grants and awards may have a threshold lower than this amount and that program will abide by those guidelines. Assets are depreciated over their estimated useful lives using the straight-line method as follows:

Buildings and improvements	15 - 40 years
Furniture, equipment and machinery	3 - 10 years
Vehicles	5 - 7 years

Depreciation expense aggregated $182,800 and $175,101 for the years ended December 31, 2020 and 2019, respectively.

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NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Accrued Earned Time

The Agency has accrued a liability of $131,108 and $84,272 at December 31, 2020 and 2019, respectively, for future compensated leave time that its employees have earned and which is vested with the employee.

Income Taxes

The Agency is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Agency to be other than a private foundation. The Agency is also exempt from the New Hampshire Business Enterprise Tax.

Accounting Standard Codification No. 740, "Accounting for Income Taxes", establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Agency's tax position taken on its information returns for the previous three tax years and has concluded that no additional provision for income taxes is necessary in the Agency's financial statements.

Cash and Cash Equivalents

The Agency considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Revenue Recognition Policy

The Agency derives revenue from grants, fees for services, donations, public support and fundraising. Revenues are recognized when control of these services are transferred to customers, in an amount that reflects the consideration the Agency expects to be entitled to in exchange for those services. Cost incurred to obtain a contract will be expensed as incurred when the amortization period is less than a year.

Use of Estimates

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

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NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Advertising Expenses

The Agency expenses advertising costs as they are incurred. Total advertising costs for the years ended December 31, 2020 and 2019 amounted to $27,725 and $12,558, respectively.

Debt Issuance Costs

As required under FASB Accounting Standards Update No. 2015-03, amortization expense for the years ended December 31, 2020 and 2019 amounted to $2,156 and has been included with interest expense in the consolidated statement of activities for each year. The unamortized deferred financing costs have been included as a reduction of the long term debt (See Note 9).

In-kind Donations

The Agency pays below-market rent for the use of certain facilities. In accordance with generally accepted accounting principles, the difference between amounts paid for the use of the facilities and the fair value of the rental space has been recorded as an in-kind donation and as an in-kind expense in the accompanying financial statements. The estimated fair value of the donation was determined to be $177,617 and $177,529 for the years ended December 31, 2020 and 2019, respectively.

The Agency also receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be $17,812 and $33,857 for the years ended December 31, 2020 and 2019, respectively.

The Agency also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be $415,835 and $17,665, respectively, for the year ended December 31, 2020. For the year ended December 31, 2019, the estimated fair value of these food commodities and goods was determined to be $397,292 and $91,175, respectively.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Occupancy costs have been grouped and allocated to the programs as a line item. Such allocations have been determined by management on an equitable basis.

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NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Functional Allocation of Expenses (Continued)

The expenses that are allocated include the following:

Expense	Method of allocation
Salaries and benefits	Time and effort
Occupancy	Square footage/revenues
Depreciation	Square footage
All other expenses	Approved indirect rate

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 Agency adopted the new standard effective January 1, 2020, the first day of the Agency'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.

NOTE 2. PROPERTY

As of December 31, 2020 and 2019, property consisted of the following:

	2020	2019
Land, buildings and improvements	$ 5,499,660	$ 5,039,871
Furniture, equipment and machinery	646,283	600,526
Vehicles	350,136	327,137
Total	6,496,079	5,967,534
Less accumulated depreciation	1,222,758	1,152,384
Net property	$ 5,273,321	$ 4,815,150

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NOTE 3. LIQUIDITY AND AVAILABILITY

The following represents the Agency's financial assets as of December 31, 2020 and 2019:

	2020	2019
Financial assets at year end:		
Cash and cash equivalents	$ 1,316,311	$ 1,068,744
Accounts receivable	2,268,903	1,525,775
Contributions receivable	38,400	68,100
Total financial assets	3,623,614	2,662,619
Less amounts not available to be used within one year:		
Board designated funds	307,315	307,315
Financial assets available to meet general expenditures over the next twelve months	$ 3,316,299	$ 2,355,304

The Agency's goal is generally to maintain financial assets to meet 30 days of operating expenses. As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

NOTE 4. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at December 31, 2020 and 2019. The Agency has no policy for charging interest on overdue accounts.

NOTE 5. CONTRIBUTIONS RECEIVABLE

Contributions receivable represent promises to give, which have been made by donors but have not yet been received by the Agency. The Agency considers contributions receivable to be fully collectible; accordingly, no allowance for contributions receivable has been recorded.

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NOTE 5. CONTRIBUTIONS RECEIVABLE (continued)

Total unconditional promises to give were as follows at December 31, 2020 and 2019:

	2020	2019
Within one year	$ 34,307	$ 38,057
In two to five years	4,093	30,043
	$ 38,400	$ 68,100

NOTE 6. TAX CREDIT PROGRAM

The New Hampshire Community Development Finance Authority's Tax Credit Program allows New Hampshire businesses to contribute to not-for-profit community, housing and economic development projects and receive a 75% New Hampshire state tax credit that can be applied against New Hampshire business profits, business enterprise and insurance premium taxes. The Agency did not recognize any revenue through this Tax Credit Program during the years ended December 31, 2020 and 2019. The total cumulative contribution revenue raised to date is $250,000 as of December 31, 2020.

NOTE 7. PLEDGED ASSETS

As described in Note 8, all assets of the Agency are pledged as collateral under the Agency's demand note payable agreement. As described in Note 9, the building of the Agency is pledged as collateral under the Agency's mortgage note payable agreement.

NOTE 8. DEMAND NOTE PAYABLE

The Agency has available a revolving line of credit with a bank in the amount of $250,000. The note is payable upon demand. Interest is stated at the prime rate plus 1% which resulted in an interest rate of 4.25% and 5.75% at December 31, 2020 and 2019, respectively. The note is collateralized by all the assets of the Agency.

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NOTE 9. LONG TERM DEBT

The long term debt at December 31, 2020 and 2019 consisted of the following:

	2020	2019
4.90% mortgage payable to Kennebunk Savings Bank with interest only payments for 36 months followed by principal and interest payments for 264 months for the first ten years. In 2028 principal and interest payments will adjust to 1.50% above the highest five-year Federal Home Loan Bank of Boston interest rate. The mortgage note payable is collateralized by the building and leases and rents of 577 Central Ave.	$ 1,929,978	$ 2,143,096
5.00% mortgage payable to the New Hampshire Community Loan Fund of interest only payments for 36 months followed by principal and interest payments for 264 months. The mortgage note payable is collateralized by the building and leases and rents of 577 Central Ave.	427,975	474,778
Non-interest bearing note payable to the New Hampshire Housing Finance Authority in annual payments in the amount of 50% of annual surplus cash through May 2060 at which time the remaining balance is due. The note is collateralized by certain real estate located at 22-24 Academy Street.	485,181	-
Total long term debt before current portion of long term debt and unamortized debt issuance costs	2,843,134	2,617,874
Current portion of long term debt	(18,343)	-
Unamortized debt issuance costs	(48,872)	(51,028)
Total long term debt	$ 2,775,919	$ 2,566,846

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NOTE 9. LONG TERM DEBT (continued)

The schedule of maturities of long term debt at December 31, 2020 is as follows:

Year Ended December 31	Amount
2021	$ 18,343
2022	75,657
2023	79,448
2024	83,430
2025	87,612
Thereafter	2,498,644
Total	$ 2,843,134

NOTE 10. NET ASSETS

At December 31, 2020 and 2019, net assets with donor restrictions consisted of the following:

	2020	2019
Summer meals	$ 44,438	$ 11,914
Building campaign	44,712	27,891
Security deposits	-	51,584
Whole family	25,846	163,738
COVID related	111,100	-
Homeless outreach	5,091	-
Fuel assistance	55,902	33,995
Weatherization	14,477	3,434
Coordinated entry	-	8,147
Holiday baskets	-	3,985
Food pantry	-	2,521
Special events	-	3,881
Total	$ 301,566	$ 311,090

At December 31, 2020 and 2019, net assets without donor restrictions consisted of the following:

	2020	2019
Undesignated	$ 3,286,602	$ 3,023,058
Board designated	307,315	307,315
Total net assets without donor restrictions	$ 3,593,917	$ 3,330,373

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NOTE 11. LEASE COMMITMENTS

Facilities occupied by the Agency for its community service programs are rented under the terms of various leases. For the years ended December 31, 2020 and 2019, the annual lease/rent expense for the leased facilities was $143,308 and $111,043, respectively. Certain equipment is leased by the Agency under the terms of various leases.

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

Year Ended December 31	Amount
2021	$ 63,001
2022	31,501
2023	1
2024	1
2025	1
Thereafter	10
Total	$ 94,515

NOTE 12. RETIREMENT PLAN

The Agency maintains a 403(b) Plan and Trust (the Plan) covering substantially all employees. Employee contributions to the Plan are made at predetermined rates elected by employees. Additionally, the Agency provides a matching contribution equal to 25% of the employee's contribution up to 5% of the employee's compensation. Effective April 1, 2016, the Agency instituted an auto enrollment feature mandating a minimum 1% employee contribution; however, employees reserve the right to decline the auto enrollment. Employer matching contributions for the years ended December 31, 2020 and 2019 totaled $23,170 and $28,408, respectively.

NOTE 13. CONCENTRATION OF RISK

The Agency receives a majority of its support from federal and state governments. For the years ended December 31, 2020 and 2019, approximately 90% and 88%, respectively, of the Agency'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 effect on the Agency's programs and activities.

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NOTE 14. CONCENTRATION OF CREDIT RISK

The Agency maintains its cash balances at several financial institutions in New Hampshire. The balances are insured by the Federal Deposit Insurance Corporation up to $250,000. The Agency maintains an agreement with its primary financial institution to collateralize the balances in excess of $250,000.

NOTE 15. CONTINGENCIES

The Agency receives grant funding from various sources. Under the terms of these agreements, the Agency is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Agency might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of December 31, 2020 and 2019.

NOTE 16. NONCASH CONTRIBUTION

During the year ended December 31, 2019, the Agency received land and property as a contribution. The contribution was recorded at the fair value of the land and property, totaling $1,003,996. Additionally, the Agency received $130,000 from the contributor, resulting in a total contribution of $1,133,996.

NOTE 17. RENTAL INCOME RECEIVABLE

Subsequent to December 31, 2020, Academy Street entered into four separate rental agreements for use of their four apartments. The rental agreements commence in May of 2021 and expire during April of 2022. Monthly payments for the agreements range from $1,168 to $1,394 and are due the first day of each month.

The approximate future rental payments owed on the above leases are as follows:

Year Ended December 31	Amount
2021	$ 42,800
2022	21,400
Total	$ 64,200

NOTE 18. PAYCHECK PROTECTION PROGRAM (PPP) LOAN

During the year ended December 31, 2020 the Agency was able to secure a loan from the Payroll Protection Program (PPP) offered under the Coronavirus Aid, Relief, and Economic Security (CARES) Act. The Agency received loan proceeds in the amount of $97,500.

Subsequent to year end, on July 1, 2021, the Agency received notification of forgiveness of the Agency's PPP loan in full. The Agency classified the loan as a current liability in the accompanying consolidated statements of financial position as of December 31, 2020.

NOTE 19. OTHER MATTERS

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Agency's business. The significance of the impact of these disruptions, including the extent of their adverse impact on the Agency'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. COVID-19 also makes it more challenging for management to estimate future performance of the Agency, particularly over the near to medium term.

NOTE 20. RECLASSIFCATIONS

Certain reclassifications have been made to the prior year's financial statements, which was taken from the December 31, 2019 financial statements, to conform to the current year presentation.

NOTE 21. SUBSEQUENT EVENTS

Subsequent to year end, the Agency acquired all of the assets and liabilities of Dover Daycare Learning Center (the Center). Total assets and liabilities acquired were approximately $369,000 and $264,000, respectively. Since the date of acquisition, the Agency has been running the operations of the Center. Prior to December 31, 2020, the Agency received $107,606 from the Center relating to the sale. This is included in deferred revenue in the accompanying consolidated statements of financial position.

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NOTE 20. SUBSEQUENT EVENTS (continued)

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date but arose after that date. Management has evaluated subsequent events through November 4, 2021, the date the consolidated financial statements were available for issuance.

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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

CONSOLIDATING STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2020

	CAPSC	Academy Street Family Housing, LLC	Total	Consolidating Adjustments	Consolidated
ASSETS					
CURRENT ASSETS					
Cash and cash equivalents	$ 1,115,739	$ 200,572	$ 1,316,311	$ -	$ 1,316,311
Accounts receivable	2,268,903	-	2,268,903	-	2,268,903
Contributions receivable	38,400	-	38,400	-	38,400
Due from affiliate	15,000	-	15,000	(15,000)	-
Inventory	226,233	-	226,233	-	226,233
Prepaid expenses	36,318	-	36,318	-	36,318
Total current assets	3,700,593	200,572	3,901,165	(15,000)	3,886,165
NONCURRENT ASSETS					
Security deposits	5,326	-	5,326	-	5,326
Property, net of accumulated depreciation	4,792,919	480,402	5,273,321	-	5,273,321
Other noncurrent assets	27,500	-	27,500	-	27,500
Total noncurrent assets	4,825,745	480,402	5,306,147	-	5,306,147
TOTAL ASSETS	$ 8,526,338	$ 680,974	$ 9,207,312	$ (15,000)	$ 9,192,312
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Demand note payable	$ 105,377	$ -	$ 105,377	$ -	$ 105,377
Current portion of long term debt	18,343	-	18,343	-	18,343
Accounts payable	1,313,764	183,921	1,497,685	-	1,497,685
Accrued payroll and related taxes	88,682	-	88,682	-	88,682
Accrued compensated absences	131,108	-	131,108	-	131,108
Due to affiliate	-	15,000	15,000	(15,000)	-
Deferred revenue	107,606	-	107,606	-	107,606
Refundable advances	473,291	-	473,291	-	473,291
Paycheck Protection Program	97,500	-	97,500	-	97,500
Other current liabilities	1,318	-	1,318	-	1,318
Total current liabilities	2,336,989	198,921	2,535,910	(15,000)	2,520,910
NONCURRENT LIABILITIES					
Long term debt, less current portion shown above	2,290,738	485,181	2,775,919	-	2,775,919
Total liabilities	4,627,727	684,102	5,311,829	(15,000)	5,296,829
NET ASSETS					
Without donor restrictions	3,597,045	(3,128)	3,593,917	-	3,593,917
With donor restrictions	301,566	-	301,566	-	301,566
Total net assets	3,898,611	(3,128)	3,895,483	-	3,895,483
TOTAL LIABILITIES AND NET ASSETS	$ 8,526,338	$ 680,974	$ 9,207,312	$ (15,000)	$ 9,192,312

See Notes to Financial Statements

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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY AND AFFILIATE

CONSOLIDATING STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2020

	CAPSC	Academy Street Family Housing, LLC	Consolidated
CHANGE IN NET ASSETS			
REVENUES AND OTHER SUPPORT			
Grant revenue	$ 11,412,231	$ -	$ 11,412,231
Fees for service	1,544,770	-	1,544,770
Rent revenue	15,255	-	15,255
Public support	707,642	-	707,642
In-kind donations	630,948	-	630,948
Interest	93	10	103
Fundraising	64,423	-	64,423
Gain on sale of equipment	2,000	-	2,000
Total revenues and support	14,377,362	10	14,377,372
EXPENSES			
Program services			
Child services	4,470,403	-	4,470,403
Community services	2,258,463	-	2,258,463
Energy assistance	2,063,659	-	2,063,659
Housing	2,917,792	3,138	2,920,930
Weatherization	1,347,740	-	1,347,740
Workforce development	92,113	-	92,113
Total program services	13,150,170	3,138	13,153,308
Supporting activities			
Management and general	894,695	-	894,695
Fundraising	75,349	-	75,349
Total expenses	14,120,214	3,138	14,123,352
CHANGE IN NET ASSETS	257,148	(3,128)	254,020
NET ASSETS, BEGINNING OF YEAR	3,641,463	-	3,641,463
NET ASSETS, END OF YEAR	$ 3,898,611	$ (3,128)	$ 3,895,483

See Notes to Financial Statements

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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2020

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURES	
U.S. Department of Agriculture					
Child and Adult Care Food Program	10.558	State of New Hampshire Department of Education	4300-ZZZ		$ 56,817
Child Nutrition Cluster					
Summer Food Service Program for Children	10.559	State of New Hampshire Department of Education	4300-ZZZ	$ 1,020,802	
National School Lunch Program	10.555	State of New Hampshire Department of Education	At-Risk After School Care Centers	32,522	1,053,324
Food Distribution Cluster					
Emergency Food Assistance Program (Food Commodities)	10.569	Belknap-Merrimack Community Action Partnership	None		415,835
Total U.S. Department of Agriculture					$ 1,525,976
U.S. Department of Housing and Urban Development					
Supportive Housing for the Elderly	14.157	Dover Housing Authority	Dover Housing Authority		$ 28,212
CDBG Entitlement Grants Cluster					
Community Development Block Grants / Entitlement Grants	14.218	City of Dover, New Hampshire	City of Dover	20,046	
Community Development Block Grants / Entitlement Grants	14.218	City of Rochester, New Hampshire	City of Rochester	87,224	
CV-Community Development Block Grants/Entitlement Grants	14.218	City of Rochester, New Hampshire	City of Rochester	25,000	132,270
Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services	05-95-42-423010-7927-102-500731	58,101	
CV-Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services	05-95-42-423010-7927	16,522	74,623
Supportive Housing Program	14.235	State of New Hampshire Department of Health and Human Services	010-092-7176-102-0415	41,062	
Supportive Housing Program	14.235	Community Partners / Behavioral Health / Services	Community Partners	-	41,062
Total U.S. Department of Housing and Urban Development					$ 276,167
U.S. Department of Labor					
WIOA Cluster					
WIOA Adult Program	17.258	Southern New Hampshire Services, Inc.	2016-0003		$ 45,669
WIOA Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services, Inc.	2016-0003		11,725
Total U.S. Department of Labor/WIOA Cluster					$ 57,394
U.S. Department of Energy					
Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Services	01-02-02-024010-7706-074-500587		$ 119,687
Total U.S. Department of Energy					$ 119,687
U.S. Department of the Treasury					
Coronavirus Relief Fund	21.019	Governor's Office of Emergency Relief & Recovery	NHHFA Winter Shelter	$ 125,187	
Coronavirus Relief Fund	21.019	Governor's Office of Emergency Relief & Recovery	Housing Stabilization Fund	2,526,945	$ 2,652,132
Total U.S. Department of the Treasury					$ 2,652,132
U.S. Department of Transportation					
Transit Services Programs Cluster					
Enhanced Mobility of Seniors & Individuals with Disabilities	20.513	State of New Hampshire Department of Transportation	Small Cutaway Bus		$ 62,050
Total U.S. Department of Transportation					$ 62,050
U.S. Department of Health & Human Services					
Aging Cluster					
Special Programs for the Aging - Title III, Part B - Grants for					
Senior Energy	93.044	State of New Hampshire Division of Elderly and Adult services	010-048-7872-512-0352	$ -	
Senior Transportation	93.044	State of New Hampshire Department of Health and Human Services, Nutrition & Trans. Services	05-95-48-48010-78720000-512-500352	9,832	$ 9,832

See Notes to Schedule of Expenditures of Federal Awards

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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2020

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURES	
Maternal, Infant, Early Childhood Homevisiting Program	93.870	State of New Hampshire Department of Health and Human Services, DPH, BPHCS, Maternal & Health Section	05-95-90-902010-5896		235,465
Promoting Safe and Stable Families	93.556	State of New Hampshire, DHHS, Division for Children, Youth and Families	05-095-042-421010-29730000-102-500734-42107306		28,899
Temporary Assistance for Needy Families	93.558	State of New Hampshire, DHHS, Division for Children, Youth and Families	05-095-045-450010-61460000-502-500891-42106803	162,645	
Temporary Assistance for Needy Families	93.558	Southern New Hampshire Services, Inc.	13-DHHS-BWW-CSP-05	33,389	196,034
Low-Income Home Energy Assistance	93.568	State of New Hampshire Governor's Office of Energy & Planning	01-02-02-024010-77050000-074-500587	1,919,616	
Low-Income Home Energy Assistance	93.568	State of New Hampshire Governor's Office of Energy & Planning	01-02-02-024010-77050000-074-500587	99,978	2,019,594
Community Services Block Grant	93.569	State of New Hampshire, DHHS, DFA	010-045-7148-093-0415	282,528	
CV-Community Services Block Grant	93.569	State of New Hampshire, DHHS, DFA	G-19B1NHCOSR	75,925	358,453
Head Start Cluster					
Head Start	93.600	Direct Funding	01CH996002 & 01HP000702	3,291,776	
CV-Head Start	93.600	Direct Funding	01CH996002 & 01HP000702	152,000	3,443,776
Maternal and Child Health Services Block Grant to States	93.994	State of New Hampshire, DHHS, Division for Children, Youth and Families	05-095-090-51900000-102-500731-90004009		2,741
Stephanie Tubbs Jones Child Welfare Program	93.645	State of New Hampshire, DHHS, Division for Children, Youth and Families	05-095-042-421010-29680000-102-500734-42106802		3,830
Social Services Block Grant	93.667	State of New Hampshire, DHHS, Division for Children, Youth and Families	05-095-042-421010-29680000-102-500734-42106603		71,371
Total U.S. Department of Health & Human Services					$ 6,369,995
TOTAL					$ 11,063,401
NON-FEDERAL					
Home Energy Assistance Program		Eversource Energy Service Company			$ 1,324,112

See Notes to Schedule of Expenditures of Federal Awards

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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED DECEMBER 31, 2020

NOTE 1. BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Partnership of Strafford County under programs of the federal government for the year ended December 31, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Partnership of Strafford County, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Agency.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE 3. INDIRECT COST RATE

Community Action Partnership of Strafford County has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4. FOOD DONATION

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

NOTE 5. SUBRECIPIENTS

Community Action Partnership of Strafford County had no subrecipients for the year ended December 31, 2020.

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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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
Community Action Partnership of Strafford County
Dover, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Partnership of Strafford County (a New Hampshire nonprofit organization), which comprise the statements of financial position as of December 31, 2020 and 2019, and the related statements of activities, functional expenses, and cash flows, and the related notes to the financial statements, and have issued our report thereon dated November 4, 2021.

Internal Control Over Financial Reporting

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

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

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Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. 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 Community Action Partnership of Strafford County'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.

Leon, McDonnell & Roberts
Professional Association

November 4, 2021
Wolfeboro, New Hampshire

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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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
Community Action Partnership of Strafford County
Dover, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Community Action Partnership of Strafford County's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Partnership of Strafford County's major federal programs for the year ended December 31, 2020. Community Action Partnership of Strafford County's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditors' Responsibility

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

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

Opinion on Each Major Federal Program

In our opinion, Community Action Partnership of Strafford County 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 December 31, 2020.

Report on Internal Control Over Compliance

Management of Community Action Partnership of Strafford County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Action Partnership of Strafford County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Partnership of Strafford County'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 4, 2021
Wolfeboro, New Hampshire

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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2020

A. SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Partnership of Strafford County were prepared in accordance with GAAP.

2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.

3. No instances of noncompliance material to the financial statements of Community Action Partnership of Strafford County, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

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

5. The auditors' report on compliance for the major federal award programs for Community Action Partnership of Strafford County expresses an unmodified opinion on all major federal programs.

6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.

7. The programs tested as major were: U.S. Department of Health and Human Services, Low-Income Home Energy Assistance Program, CFDA 93.568, Community Services Block Grant, CFDA 93.569 and U.S. Department of the Treasury, Coronavirus Relief Fund, CFDA 21.019.

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

9. Community Action Partnership of Strafford County was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

None

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

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community Action PARTNERSHIP of Strafford County

Administrative Offices:
577 Central Avenue, Suite 10
Dover, NH 03820
603-435-2500

Early Childhood Centers:
577 Central Avenue, Suite 50
Dover, NH 03820
603-285-9460

120 Main Street
Farmington, NH 03835
603-755-2883

150 Wakefield Street, Suite 117
Rochester, NH 03867
603-285-9461

46 Stackpole Road
Somersworth, NH 03878
603-817-5458

Family Resource Centers:
577 Central Ave, Suite 50
Dover, NH 03820
603-435-2500

150 Wakefield Street, Suite 117
Rochester, NH 03867
603-435-2500

Outreach Office:
577 Central Avenue, Suite 20
Dover, NH 03820
603-435-2500

Food Pantry:
577 Central Avenue, Suite 10
Dover, NH 03820
603-435-2500

2022 Board of Directors

Alan Brown, Chair
Terry Jarvis, Vice Chair
Jean Miccolo, Treasurer
Alison Dorow, Secretary
Hope Morrow Flynn
Cindy Brown
Don Chick
Maureen Staples
Petros Lazos
Thomas F. Levasseur
Tori Bird
Mark Brave
Leah Crouser
Nicki Gearwar
Captain Andrew Swanberry
Mark Toussaint
Robert Harrington
Brylye Collins
Robert Hinkel

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Daniel D Clark

[redacted]

QUALIFICATIONS:

- 16 years of experience working with adults with mental illness, substance misuse disorder, and housing instability
- Exceptional versatility and adaptability.
- Dedication and drive as a hard-working individual.
- Ability to develop rapport with people of all backgrounds.
- Ability to quickly and thoroughly understand and implement new concepts and practices.
- Familiarity with Medicare/Medicaid, Child/Adult Protective, Housing, Managed Care, and Vocational Rehabilitation systems.

EXPERIENCE:

2/2022 – current
Community Action Partnership of Strafford County, Dover, NH
Director of Housing and Homeless Services

- Responsible for day to day management, administration, and oversight of all housing/homeless programs and personnel
- Developed and implemented programmatic strategic plans
- Ensured program compliance with all applicable local, state, federal laws and regulations
- Organize, write, and coordinate grant applications and support materials.
- Managed applicable programmatic budgets, including development and ongoing monitoring to ensure expenses align with revenue
- Collected and analyzed data, evaluated courses of action, and prepared sound recommendations and effective narrative and statistical reports relative to program outcomes
- Developed and maintained effective community relationships
- Analyzed proposed legislation, regulations, or rule changes to determine how program services could be impacted.

11/2020 – 2/2022
Community Action Partnership of Strafford County, Dover, NH
Shelter Manager

- Managed The Garrison emergency shelter and Willand Pond Warming Center, serving up to 100 clients on any given night with 10+ staff, including FT, PT, and Per Diem
- Ensured adequate staffing coverage for both locations
- Collaborated with CAPSC Day Center staff on prioritizing and admitting clients to The Garrison.
- Created and enforced shelter regulations and conditions of admittance
- Ensured all pertinent information was entered into statewide HMIS system
- Successfully managed COVID-19 procedures, resulting in only 3 detected positive cases with no spread to either staff or clients.
- Provided 24/7 on-call support to both programs
- Provided daily/weekly/seasonal reports to the Tri-Cities municipalities of number of individuals utilizing services, city of origin, and estimated cost savings.
- Acted as primary contact for The Garrison hotel management, Tri Cities EMS providers, county welfare officers, and other involved parties
- Managed the requisition of meals and donations provided by the community
- Developed a working operations manual for the 2021-22 warming center
- Lead a multi-organizational project to support individuals being displaced by local police

09/2019 – 11/2020
MaineHealth, Biddeford, ME

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Employment Specialist

- Assisted in the development of the York County Vocational Rehabilitation (VR) contract office, the single CRP utilized in York County by the Dept of VR.
- Completed clinical duties including intake, assessment, and planning.
- Assisted clients with resume development, interview prep, job search and follow-up plans..
- Provided benefits counseling to educate clients on work incentives provided by SSA and DHHS.
- Worked closely with VR counselors to ensure client goals were met with set timeframes
- Served on the "Remote Working Advisory Council" to develop tools and policies required by the COVID-19 pandemic.

10/2017 – 4/2019

Maine Behavioral Healthcare, Biddeford, ME

Program Manager, Residential and Community Rehabilitation

- Supervised a team of 3 case managers and 7 residential workers, supporting 22 clients in 3 programs.
- In residential, provided support to 6 clients in a long-term group home setting, including medication administration, treatment plan development, annual psycho-social assessment, and coordination with outside providers.
- In community rehab, provided case management to 16 residents in two supported apartment programs, including med administration and education, treatment plan development, psycho-social assessment, suicide assessment, and provider coordination, with the goal of transitioning to full independence.
- Provided 24/7 clinical on-call support to all residential programs on a rotating schedule.
- Developed and instated department-wide policies and procedures including Client Medication Self-Administration, Use of Medical Marijuana, Residential Suicide Assessment and Safety Planning, and Community Rehab Admission and Discharge procedures.
- Participated in an agency-wide planning group to initiate the ZeroSuicide initiative.

10/2012 – 10/2017

Maine Behavioral Healthcare, Biddeford, ME

Clinical Case Worker, ACT team

- Worked within a multidisciplinary team consisting of case managers, an RN, psychiatrists, and therapists, serving a combined caseload of 60-80 consumers, carrying a primary caseload of 20+.
- Performed clinical duties including intake/assessment, goal development and implementation, discharge planning, referrals, supportive counseling, provider collaboration.
- Ensured that all consumer needs were met while meeting state and federal requirements and deadlines.
- Provided 24/7 clinical on-call support to all ACT team consumers on a rotating schedule.
- Successfully started and facilitated a weekly men's mental health support group.

12/2013 – 5/2014

Port Resources, Inc, Portland, ME

Assistant Manager, DD Residential

- Acted as assistant manager for 4 residential programs, with a total of 14 consumers and 40+ staff.
- Responsible for all payroll, census management, staff scheduling, and staff supervision.
- Participated in agency wide on-call rotation.
- Performed direct care, covering all shifts, as needed.
- Worked with QA dept, ensuring all consumer needs were met, within all agency/state requirements
- Completed all paperwork in accordance with agency and state mandated timelines.

10/2004 – 10/2011

***Opportunity Alliance*, Portland, ME**

Community Integration Case Manager (as Youth Alternatives Ingraham)

- Worked on a team of mental health case managers, and with a personal caseload of 30+ clients.
- Performed all clinical duties including intake/assessment, goal development and implementation, discharge planning, referrals, supportive counseling, provider collaboration.
- Ensured that all clients' needs were met while meeting all state and federal requirements and deadlines.
- Ensured all program and agency productivity requirements were met on a continuing basis.
- Worked closely with IT during design and implementation of new paperless, agency-wide, client

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management system.

- Acted as an IT super-user and preliminary point of contact for IT questions at the program level.
- Provided 24/7 clinical on-call support to all areas of the agency on a rotating schedule.

In-Home Support (as Ingraham)

- Worked with a team of mental health case managers, with a personal caseload of 30+ clients.
- Provided in-home skills development services as identified on case manager created service plan.
- Attended appointments with outside providers, including medical, psychiatric, therapeutic, housing related, legal, insurance, and childcare providers.
- Ensured that all clients' needs were met while meeting all state and federal requirements and deadlines.
- Ensured that all program and agency productivity requirements were met on a continuing basis.

Crisis Support (as Ingraham)

- Worked in an eight bed, short stay crisis stabilization unit.
- Provided daily support for adults with mental illness in crisis as an alternative to hospitalization.
- Administered and monitored medications and vital signs as directed by staff psychiatrist.
- Completed all paperwork required, including intake/assessment, service plan development and implementation, referrals, discharge planning, and financial management.

EDUCATION, MEMBERSHIPS, AND CERTIFICATIONS:

University of Southern Maine – BSW to be completed in 2022
Holbrook Jr. Sr. High School, Holbrook, MA - HS Diploma - Graduated 1995
American Mensa - Member - 2009 - Current
MHRT/C
ACRE Certified
Work and Benefits Navigator
Progressive Employment

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Dina Gagnon

[redacted]

I have owned my own business for several years but seek a more active role in my community as well. I would like to peruse work in a community service based organization while still running a business.

Skills

- Very involved in my community
- Strong teaching and communication skills
- Work well independently or in a team
- Well rounded customer service skills

Experience

2022 – PRESENT TIME

RAPID REHOUSING CASE MANG./ Community Partners Of Strafford County

Worked with placing the homeless in RRH program and helping them transition into independent living.

2021 – 2022

STAFF/ Strafford County Warming Center

Worked as a staff member helping the homeless community keeping them warm and safe over the winter.

2014 – PRESENT TIME

Owner / The Gathering Place Studio, Somersworth NH

As owner, operator and instructor I create classes and workshops for all ages and manage the schedule for other instructors. I also partner with local schools and organizations to teach enrichments.

2020- PRESENT TIME

Sales Associate / Westwind Gardens, Somersworth NH

I assist customers coming in and on the phone. I price and put out product along with organizing and staging the shop area.

2016- PRESENT

Staff Member / Somersworth Youth Connection

I was a after school and summer staff member as well as an enrichments instructor for different age groups from 1st grade to 8th grade

2010- 2014

Reset Team Member / Advantage Sale (Hannaford's)

We would rotate between Hannaford's all over the seacoast and redo product shelving areas

2000- 2010

Cleaning Service / FW Webb Dover

I owned a commercial cleaning service and mostly serviced FW Webb locations

Activities

I have been a member of the Somersworth Festival Assoc. for 12 years and also volunteered in schools and for local organizations. I also was on the Tri City Homeless Taskforce and now the Fidelity Group.

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Community Action Partnership of Strafford County

Key Personnel – Rapid RE-Housing Amendment

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Daniel Clark	Dir. Of Housing and Homeless Services	$84,140.16	6	$5,048.41
Dina Gagnon	RRH Case Manager	$48,322.56	100	$48,322.56

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Lori A. Shibinette
Commissioner

Christine L. Santaniello
Associate Commissioner

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

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

November 23, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a **Retroactive** amendment to an existing contract with Community Action Partnership of Strafford County (VC#177200-B004), Dover, NH, for the ongoing provision of a Rapid Re-Housing, Permanent Housing Program serving New Hampshire individuals, youth, and/or households through the Federal Continuum of Care Program, by exercising a contract renewal option by increasing the price limitation by $449,624 from $207,028 to $656,652 and extending the completion date from October 31, 2021 to October 31, 2023, effective retroactive to November 1, 2021 upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on March 3, 2021, item 14.

Funds are available in the following account for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, 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
2021	102-500731	Contracts for Prog Svcs	TBD	$138,019	$0	$138,019
2022	102-500731	Contracts for Prog Svcs	TBD	$69,009	$0	$69,009
2022	074-500589	Grants for Public Asst and Relief	TBD	$0	$149,875	$149,875
2023	074-500589	Grants for Public Asst and Relief	TBD	$0	$224,812	$224,812
2024	074-500589	Grants for Public Asst and Relief	TBD	$0	$74,937	$74,937
			Subtotal	***$207,028***	***$449,624***	***$656,652***

EXPLANATION

This request is **Retroactive** because the Department did not receive the associated grant agreement from the US Department of Housing and Urban Development (HUD) in time for Governor and Executive Council approval to prevent the current contract from expiring. The Department has communicated with HUD regarding timing requirements necessary to ensure the avoidance of retroactive approvals.

The purpose of this request is for the ongoing provision of a Rapid Re-Housing, Permanent Housing Program that provides rental assistance, utility assistance, and case management for up to two (2) years to help participants obtain, sustain, and remain in permanent housing in Strafford County.

A minimum of nine (9) households will be served annually.

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

The Department will monitor contracted services using the following tools:

- 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 A, Provisions and Revisions to Standard Provisions, Section 1., Subsection 1.1., of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the two (2) years available.

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

Area served: Strafford County

Source of Federal Funds: Assistance Listing Number #14.267, FAIN # NH0124L1T002001, NH0124L1T00(TBD).

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

This Amendment to the Rapid Rehousing contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Action Program of Strafford County ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 3, 2021 (Item 14), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:.

   October 31, 2023

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

   $656,652

3. Modify Exhibit B, Scope of Services, Section 1, Subsection 1.7., by adding paragraph 1.7.1., to read:

   1.7.1. The Contractor shall facilitate file reviews conducted by the Department onsite or remotely, as determined by the Department, on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to, participant files and financial data.

4. Modify Exhibit C, Payment Terms, Section 3, to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget Sheet through Exhibit C-2, Amendment #1, Budget Sheet.

5. Add Exhibit C-2, Amendment #1, Budget Sheet, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be retroactively effective to November 1, 2021, 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

12/1/2021
Date

DocuSigned by:
Christine Santariello
Name: Christine Santariello
Title: Associate Commissioner

Community Action Program of Strafford County

11/23/2021
Date

DocuSigned by:
Betsy Andrews Parker
Name: Betsy Andrews Parker
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
J. Christopher Marshall

12/2/2021
Date

Name: J. Christopher Marshall
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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CAPSC RRH Program
CoC Funds - NH0124L1T002001, NH0124L1T00(TBD)

	SFY2022 - 11/1/21-6/30/22								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 99,984	$ -	$ -	$ -	$ -	$ -	$ 99,984	$ -	$ -
Supportive Services	$ 48,084	$ -	$ -	$ -	$ -	$ -	$ 48,084	$ -	$ -
Administration	$ 3,607	$ -	$ -	$ -	$ -	$ -	$ 3,607	$ -	$ -
25% Required Match	$ 38,420	$ -	$ -	$ 38,420		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 188,095	$ -	$ -	$ 38,420	$ -	$ -	$ 149,675	$ -	$ -

	SFY2023 - 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 Assistance	$ 149,976	$ -	$ -	$ -	$ -	$ -	$ 149,976	$ -	$ -
Supportive Services	$ 60,126	$ -	$ -	$ -	$ -	$ -	$ 60,126	$ -	$ -
Administration	$ 5,710	$ -	$ -	$ -	$ -	$ -	$ 5,710	$ -	$ -
25% Required Match	$ 57,630	$ -	$ -	$ 57,630		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 282,442	$ -	$ -	$ 57,630	$ -	$ -	$ 224,812	$ -	$ -

	SFY2024 - 7/1/23-10/31/23								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 49,992	$ -	$ -	$ -	$ -	$ -	$ 49,992	$ -	$ -
Supportive Services	$ 23,042	$ -	$ -	$ -	$ -	$ -	$ 23,042	$ -	$ -
Administration	$ 1,903	$ -	$ -	$ -	$ -	$ -	$ 1,903	$ -	$ -
25% Required Match	$ 18,210	$ -	$ -	$ 18,210		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 94,147	$ -	$ -	$ 18,210	$ -	$ -	$ 74,937	$ -	$ -

	TOTAL - 11/1/21-10/31/23								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 299,952	$ -	$ -	$ -	$ -	$ -	$ 299,952	$ -	$ -
Supportive Services	$ 138,252	$ -	$ -	$ -	$ -	$ -	$ 138,252	$ -	$ -
Administration	$ 11,420	$ -	$ -	$ -	$ -	$ -	$ 11,420	$ -	$ -
25% Required Match	$ 115,260	$ -	$ -	$ 115,260		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 564,884	$ -	$ -	$ 115,260	$ -	$ -	$ 449,624	$ -	$ -

Total W/O Match $ 449,624

Contractor Initials BKP

Date 11/23/2021

14 mac

Lori A. Sibliette
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

February 1, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a **Sole Source** contract with Community Action Partnership of Strafford County (VC#177200-B004), Dover, NH, in the amount of $207,028 to provide a Rapid Re-Housing, Permanent Housing Program serving New Hampshire individuals, youth, and/ or households, through the Federal Continuum of Care Program for rapid rehousing services, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through October 31, 2021. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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	Total Amount
2021	102-500731	Contracts for Prog Svs	TBD	$138,019
2022	102-500731	Contracts for Prog Svs	TBD	$69,009
			Total	$207,028

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. As part of the application process, the Department conducts a request for proposals and the selected organization in named in the application.

The purpose of this request represents one (1) of twenty three (23) total agreements, many of which have renewal dates dispersed throughout the calendar year, with vendors who are

located throughout the state to ensure statewide delivery of housing services through New Hampshire's Continuum of Care Program.

The purpose of this request is for the provision of a Rapid Re-Housing (RRH), Permanent Housing (PH) Program targeted to serve a minimum of nine (9) households who are experiencing homelessness), and which provides rental assistance, utility assistance, and case management for up to two (2) years' to help participants obtain, sustain, and remain in permanent housing in Strafford County.

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

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.

Approximately nine (9) households will be served from contract effective date to October 31, 2021

This Rapid Re-Housing Project will serve a minimum of nine households who are experiencing homelessness. The project provides rental assistance, utility assistance, and supportive services for up to two years to help participants' obtain, sustain, and remain in permanent housing. As referenced in Exhibit A, Provisions and Revisions to Standard Provisions Section 1.1., of the attached contract, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, there will be fewer permanent housing options and available, leaving vulnerable individuals, youth, and/ or families in unsafe and potentially deadly situations. Additionally, if data is not collected as required by the contract, the Department will be in non-compliance with federal regulations, which could result in a loss of federal funding for homeless and permanent housing supportive services.

Area served: Statewide

Source of Funds: CFDA #14.267 FAIN #NH0124L1T001900

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

Subject: Rapid-Rehousing (SS-2021-DEHS-07-RAPID-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Action Partnership of Strafford County		1.4 Contractor Address 577 Central Ave, Suite 10 Dover, NH 03820	
1.5 Contractor Phone Number (603) 435-2500	1.6 Account Number 05-95-42-423010-79270000	1.7 Completion Date October 31, 2021	1.8 Price Limitation $207,028
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Betsy Andrews Parker Date: 2/2/2021		1.12 Name and Title of Contractor Signatory Betsy Andrews Parker CEO	
1.13 State Agency Signature DocuSigned by: Christine Santaniello Date: 2/2/2021		1.14 Name and Title of State Agency Signatory Christine Santaniello Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: 05CA8203523C4AE...		On: 2/8/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS BAP
Date ~~2/2/2021~~

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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REVISIONS TO STANDARD CONTRACT PROVISIONS

1. **Revisions to Form P-37, General Provisions**

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

   3.3. The parties may extend the Agreement for up to two (2) of years additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

Scope of Services

1. **Statement of Work**

1.1. The Contractor shall provide services in this agreement through nine (9) scattered-site households mainly in Strafford County or statewide as needed for individuals, youth, and/ or families experiencing homelessness or chronic homelessness.

1.2. For the purposes of this agreement, all references to days shall mean business days.

1.3. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from (8:00 AM to 4:00 PM), excluding state and federal holidays.

1.4. 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 Continuum of Care (CoC) grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.

1.5. The Contractor shall ensure all programs are licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS) or into a comparable database, per 24 CFR 578. The Contractor shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry.

1.6. The Contractor shall 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 Available (NOFA) CoC Project Application approved by HUD.

1.7. The Contractor shall cooperate fully with and 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 an inspection of records and documents.

1.8. The Contractor shall 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.

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

1.10. The Contractor shall obtain, and retain, appropriate documentation regarding participant qualifications for contract services.

1.11. The Contractor shall utilize the NH HMIS/ Comparable Database as the primary reporting tool for outcomes and activities of shelter and housing programs funded through this contract.

1.12. The Contractor shall provide a Rapid Re-Housing program through nine (9) scattered site apartments, in the catchment area identified in Section 1.1., for individuals, youth, and/ or families experiencing chronic homelessness. The Contractor shall ensure the program includes, but is not limited to:

1.12.1. Utilization of the Housing First model that ensures:

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

1.12.1.2. Participation terminates only for the most severe reasons, after available options to maintain housing are exhausted.

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

1.12.3. Development of an ongoing assessment of Housing and Supportive Services in order to ensure assistance with obtaining necessary skills to live in the community independently is provided to participants

1.13. The Contractor shall participate in the regional and Continuum of Care Coordinated Entry system.

1.14. The Contractor shall establish and maintain standard operating procedures to ensure CoC program funds are used in accordance with 24 CFR 578 and shall establish and maintain sufficient records to enable HUD and the Department to determine Contractor compliance, including:

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

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

1.14.1.2. Records of at Risk of Homelessness Status. The Contractor shall maintain records that establish "at risk of homelessness" status of each individual or family who receives CoC homelessness prevention assistance, as identified in 24 CFR 576.500(c); and

1.14.1.3. 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:

1.14.1.3.1. 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

1.14.1.3.2. 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.

1.14.1.4. Records of Annual Income. For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the Contractor shall keep the following documentation of annual income:

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

1.14.1.4.2. 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

1.14.1.4.3. To the extent that source documents are unobtainable, a written statement by a relevant third party, which may include an employer or a government benefits

administrator, or the written certification by the Contractor's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or

1.14.1.4.4. 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.

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

1.14.1.5.1. 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

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

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

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

1.15. The Contractor shall maintain records that document compliance with:

1.15.1. The Organizational conflict-of-interest requirements in 24 CFR 578.95(c);

1.15.2. The Continuum of Care Board conflict-of-interest requirements in 24 CFR 578.95(b); and

1.15.3. The Other Conflicts requirements in 24 CFR 578.95(d).

1.16. 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.

1.17. The Contractor shall comply and retain documentation of compliance with:

1.17.1. The Homeless Participation requirements in accordance with 24 CFR 578.75(g);

1.17.2. The Faith-based Activities requirements in accordance with 24 CFR 578.87(b);

1.17.3. 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);

1.17.4. Other Federal Requirements in 24 CFR 578.99, as applicable;

1.17.5. Other Records Specified by HUD. The Contractor must keep other records as specified by HUD; and

1.17.6. Procurement Requirements in 24 CFR 85.36 and 24 CFR part 84.

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

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

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

1.18.3. The address or location of any housing of a program participant is not to be 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.

1.19. 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.

1.20. The Contractor shall 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 shall notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.

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

1.22. In the event of early termination of the Agreement, 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 establishing a process to meet those needs.

1.22.1. 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 relative 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.

1.22.2. 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.

1.22.3. 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. Exhibits Incorporated

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

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

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

3. Reporting Requirements

3.1. The Contractor shall submit an Annual 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 shall ensure the APR is submitted to:

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

3.3. The Contractor shall 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 Availability (NOFA).

3.4. The Contractor shall 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.

4. Performance Measures

4.1. The Department will monitor Contractor performance through the following measures:

4.1.1. The Contractor shall 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.

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

4.1.2.1. 24 CFR Part 578 CoC Program;

4.1.2.2. Public Law 102-550; and

4.1.2.3. CoC approved performance measures for annual monitoring.

4.1.3. The Bureau Administrator of BHS, or designee, may observe performance related activities and documents under this Agreement.

5. Contract Administration

5.1. 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.

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

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. Culturally and Linguistically Appropriate Services (CLAS)

6.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

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 shall 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 shall have prior approval from the Department before printing, production, distribution or use.

6.3.3. The Department shall 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.

6.3.3.5. Reports.

6.3.4. The Contractor shall 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 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.

6.5. Eligibility Determinations

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

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

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

7. Records

7.1. The Contractor shall 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 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.

7.2. All contract records (originals or copies made by microfilming, photocopying, or other similar methods) shall be retained for a period of five (5) years after expenditure of all grant funds from grants under which program participants were served, or as required by state or federal law, following completion of the contract and receipt of final payment by the Contractor, and/or until an audit is completed and all questions arising there from are resolved, whichever is later.

7.3. 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. 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.

Contractor Initials BAP

Date 2/2/2021

Payment Terms

1. This Agreement is funded byThis Agreement is funded by 100% Federal funds from the US Department of Housing and Urban Development (HUD), Continuum of Care (CoC) Program, as awarded on March 13, 2020, Catalog of Federal Domestic Assistance (CFDA) #14.267, Federal Award Identification Number (FAIN) #NH0124L1T001900.
2. For the purposes of this Agreement:
   - 2.1. The Department has identified the Contractor as a Sub-Recipient accordance with 2 CFR 200.330.
   - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
   - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget Sheet.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. 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 Department to verify expenses.
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.bhhsfinance@dhhs.nh.gov, or invoices may be mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
7. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
8. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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

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

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

12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

13. Audits

    13.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

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

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

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

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

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

    13.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the

Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

14. Project Costs:

14.1. 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.

14.2. 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).

15. Match Funds:

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

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

15.3. The Contractor shall match all grant funds, except for leasing funds, with no less than 25% 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:

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

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

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

15.3.4. 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.

16. Payment of Project Costs:

16.1. The Contractor shall only be reimbursed for costs designated as eligible and allowable costs as stated in Section 18. Expense Eligibility, Exhibit C. The Contractor must have written approval from the State prior to billing for any other expenses.

16.2. 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 not to exceed as specified in Form P-37, General Provisions, Block 1.8, Price Limitation.

17. Review of the State, Disallowance of Costs:

17.1. 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.

17.2. 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.

17.3. 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.

18. Expense Eligibility

18.1. Operating Expenses:

18.1.1. Eligible operating expenses include:

18.1.1.1. Maintenance and repair of housing;

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

18.1.1.3. 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);

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

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

18.1.1.6. Furniture and equipment.

18.1.2. Ineligible costs include:

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

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

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

18.2. Supportive Services

18.2.1. 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.

18.2.2. Eligible costs shall include:

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

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

18.2.2.3. 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;

18.2.2.4. 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;

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

18.2.2.6. 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;

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

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

18.2.2.9. 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;

18.2.2.10. 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;

18.2.2.11. 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;

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

18.2.2.13. 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;

18.2.2.14. 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;

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

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

18.2.2.17. 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);

18.2.2.18. 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

18.2.2.19. 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.

18.3. Rental Assistance

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

18.3.2. 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.

18.3.3. 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:

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

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

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

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

18.3.5. 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.

18.3.6. 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.

18.3.7. 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.

18.3.8. 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.

18.3.9. The Contractor shall 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.

18.3.9.1. 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.

18.3.9.2. 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.

18.3.9.3. 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.

18.3.9.4. 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.

18.4. Administrative Costs:

18.4.1. Eligible administrative costs include:

18.4.1.1. 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

18.4.1.2. 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:

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

18.4.1.2.2. 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:

18.4.1.2.2.1. Preparing program budgets and schedules, and

	amendments to those budgets and schedules;
18.4.1.2.2.2.	Developing systems for assuring compliance with program requirements;
18.4.1.2.2.3.	Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;
18.4.1.2.2.4.	Monitoring program activities for progress and compliance with program requirements;
18.4.1.2.2.5.	Preparing reports and other documents related to the program for submission to HUD;
18.4.1.2.2.6.	Coordinating the solution of audit and monitoring findings;
18.4.1.2.2.7.	Preparing reports and other documents directly related to the program submission to HUD;
18.4.1.2.2.8.	Evaluating program results against stated objectives;
18.4.1.2.2.9.	Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in sections 20.5.1.3.1.1. through 20.5.1.3.1.8. above, Exhibit C, Payment Terms.
18.4.1.2.2.10.	Travel costs incurred for official business in carrying out the program;

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

18.4.1.2.2.12. 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;

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

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

18.5. Leasing:

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

18.5.2. Requirements:

18.5.2.1. Leasing structures. When grants are used to pay rent for all or part of a structure or structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rents currently being charged by the same owner for comparable unassisted space.

18.5.2.2. Leasing individual units. When the grants are used to pay rent for individual housing units, the rent paid must reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, and management services. In addition, the rents may not exceed rents currently being charged for comparable units, and the rent paid may not exceed HUD-determined fair market rents.

18.5.2.3. Utilities. If electricity, gas, and water are included in the rent, these utilities may be paid from leasing funds. If utilities are not provided by landlord, these utility costs are operating costs, except for supportive service facilities. If the structure is being used as a supportive service facility, then these utility costs are a supportive service cost.

18.5.2.4. Security deposits and first and last month's rent. The Contractor may use grant funds to pay security deposits, in an amount not to exceed 2 months of actual rent. An advance payment of last month's rent may be provided to the landlord in addition to security deposit and payment of the first month's rent.

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

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

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

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

18.5.2.9. Rent paid may only reflect actual costs and must be reasonable in comparison to rents charged in the area for similar housing units. Documentation of rent reasonableness must be kept on file by the Contractor.

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

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

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

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

18.5.2.14. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.

18.5.2.15. 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.

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

19. Contractor Financial Management System

19.1. 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.

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

Exhibit C-1, Budget Sheet

CAPSC RRH Program
CoC Funds - NH0124L1T001900

	SFY2021								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 88,128	$ -	$ -	$ -	$ -	$ -	$ 88,128	$ -	$ -
Supportive Services	$ 40,064	$ -	$ -	$ -	$ -	$ -	$ 40,064	$ -	$ -
Administration	$ 3,857	$ -	$ -	$ -	$ -	$ -	$ 3,857	$ -	$ -
25% Required Match	$ 34,508	$ -	$ -	$ 34,508		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 172,554	$ -	$ -	$ 34,508	$ -	$ -	$ 130,046	$ -	$ -

	SFY2022								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 44,064	$ -	$ -	$ -	$ -	$ -	$ 44,064	$ -	$ -
Supportive Services	$ 23,042	$ -	$ -	$ -	$ -	$ -	$ 23,042	$ -	$ -
Administration	$ 1,983	$ -	$ -	$ -	$ -	$ -	$ 1,983	$ -	$ -
25% Required Match	$ 17,252	$ -	$ -	$ 17,252		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 86,351	$ -	$ -	$ 17,252	$ -	$ -	$ 69,099	$ -	$ -

	TOTAL								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 132,192	$ -	$ -	$ -	$ -	$ -	$ 132,192	$ -	$ -
Supportive Services	$ 63,106	$ -	$ -	$ -	$ -	$ -	$ 63,106	$ -	$ -
Administration	$ 5,740	$ -	$ -	$ -	$ -	$ -	$ 5,740	$ -	$ -
25% Required Match	$ 51,757	$ -	$ -	$ 51,757		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 258,769	$ -	$ -	$ 51,757	$ -	$ -	$ 207,039	$ -	$ -

Total NTO Match $ 207,039

Contractor Initials [illegible]
Date 7/27/2021

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:

2/2/2021
Date

DocuSigned by:
Betsy Andrews Parker
Name: Betsy Andrews Parker
Title: CEO

DS
BAP
Vendor Initials
2/2/2021
Date

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:

DocuSigned by:
Betsy Andrews Parker

2/2/2021
Date

Name: Betsy Andrews Parker
Title: CEO

DS
BAP
Vendor Initials

2/2/2021
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

Contractor Initials BAP
Date 2/2/2021

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Betsy Andrews Parker

2/2/2021
Date

Name: Becsy Andrews Parker
Title: CEO

DS
BAP

Contractor Initials
Date 2/2/2021

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

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

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

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

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

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

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

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

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

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

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

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

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

DS
BAP
Contractor Initials

Date 2/2/2021

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

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

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

Contractor Name:

DocuSigned by:
Betsy Andrews Parker

2/2/2021
Date

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

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

Contractor Name:

DocuSigned by:
Betsy Andrews Parker

2/2/2021
Date

Name: Betsy Andrews Parker
Title: CEO

DS
BAP
Contractor Initials
2/2/2021
Date

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) **Obligations of Covered Entity**

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

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

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

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

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

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

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

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

Department of Health and Human Services	Community Action Partnership of Strafford County
The State	Name of the Contractor
Christine Santaniello	Betsy Andrews Parker
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Betsy Andrews Parker
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
2/2/2021	2/2/2021
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

DocuSigned by:
Betsy Andrews Parker

2/2/2021
Date

Name: Betsy Andrews Parker
Title: CEO

DS
BAP
Contractor Initials

2/2/2021
Date

FORM A

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

1. The DUNS number for your entity is: 02-0268636

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?

   _____ NO ___x___ 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 ___x___ 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: _____

Contractor Initials BAP

Date 2/2/2021

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

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

3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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

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

B. Disposition

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

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov