NOV22'22 PM 3:05 RCVD ARC

20

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 15, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend existing contracts with the Contractors listed below **in bold** for the continued provision of the State Grant in Aid (SGIA) Home Assistance program, by increasing the total price limitation by $3,999,996 from $12,725,724 to $16,725,720 with no change to the contract completion dates of June 30, 2023, effective upon Governor and Council approval. 100% Federal funding.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Bridge House, Inc.	**165288 - B001**	**Plymouth NH**	**$264,968**	**$96,644**	**$361,612**	**O: 06/19/19 (Item #40) A1:07/15/20 (Item #20) A2:05/19/21 (Tabled Item #15)**
Community Action Partnership of Strafford County	177200 - B004	Dover NH	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1:07/15/20 (Item #20)
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	$0	$0	$0	O: 06/19/19 (Item #40)
Concord Coalition to End Homelessness	267140 -B001	Bow NH	$185,945	$0	$185,945	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)

						A2: 05/19/21 (Tabled Item #15)
Cross Roads House	**166570 - B001**	**Portsmouth NH**	**$1,390,758**	**$515,436**	**$1,906,194**	**O: 06/19/19 (Item #40) A1:07/15/20 (Item #20) A2:05/19/21 (Tabled Item #15)**
Families In Transition (F.K.A. FIT/NHNH, Inc.)	**157730 - B001**	**Manchester NH**	**$2,942,938**	**$955,704**	**$3,898,642**	**O: 06/19/19 (Item #40) A1:07/15/20 (Item #20) A2:05/19/21 (Tabled Item #15)**
The Friends Program, Inc.	**154987 - B001**	**Concord NH**	**$352,114**	**$182,550**	**$534,664**	**O: 06/19/19 (Item #40) A1:07/15/20 (Item #20) A2:05/19/21 (Tabled Item #15)**
Helping Hands Outreach Ministries, Inc.	**174226 - R001**	**Manchester NH**	**$405,272**	**$171,812**	**$577,084**	**O: 06/19/19 (Item #40) A1:07/15/20 (Item #20) A2:05/19/21 (Tabled Item #15)**
Hundred Nights, Inc	**313375**	**Keene NH**	**$434,964**	**$451,006**	**$885,970**	**O: 06/19/19 (Item #40) A1:07/15/20 (Item #20) A2:05/19/21 (Tabled Item #15)**

Lakes Region Community Developers	156571 - B001	Laconia NH	$204,991	$0	$204,991	O: 06/19/19 (Item #40) A1:07/15/20 (Item #20) A2:05/19/21 (Tabled Item #15)
Marguerites Place	157465 - B001	Nashua NH	$327,536	$0	$327,536	O: 06/19/19 (Item #40) A1:07/15/20 (Item #20) A2:05/19/21 (Tabled Item #15)
My Friend's Place	**156274 - B001**	**Dover NH**	**$305,697**	**$161,074**	**$466,771**	**O: 06/19/19 (Item #40)** **A1:07/15/20 (Item #20)** **A2:05/19/21 (Tabled Item #15)**
Nashua Soup Kitchen and Shelter, Inc.	**174173 - R001**	**Nashua NH**	**$468,328**	**$236,241**	**$704,569**	**O: 06/19/19 (Item #40)** **A1:07/15/20 (Item #20)** **A2:05/19/21 (Tabled Item #15)**
New Hampshire Catholic Charities (F.K.A. New Generation, Inc.)	**177295 - B001**	**Greenland NH**	**$296,982**	**$118,121**	**$415,103**	**O: 06/19/19 (Item #40)** **A1:07/15/20 (Item #20)** **A2:05/19/21 (Tabled Item #15)**
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	$1,678,826	$0	$1,678,826	O: 06/19/19 (Item #40) A1:07/15/20 (Item #20) A2:05/19/21 (Tabled Item #15)

The Salvation Army	**177627 - B001**	**Laconia NH**	**$444,758**	**$225,503**	**$670,261**	**O: 06/19/19 (Item #40)** **A1:07/15/20 (Item #20)** **A2:05/19/21 (Tabled Item #15)**
The Salvation Army	**177627 - B003**	**Concord NH**	**$569,845**	**$214,765**	**$784,610**	**O: 06/19/19 (Item #40)** **A1:07/15/20 (Item #20)** **A2:05/19/21 (Tabled Item #15)**
Seacoast Family Promise	**311097**	**Exeter NH**	**$180,305**	**$75,168**	**$255,473**	**O: 06/19/19 (Item #40)** **A1:07/15/20 (Item #20)** **A2:05/19/21 (Tabled Item #15)**
Southern NH Services	177198 - B006	Manchester NH	$0	$0	$0	O: 06/19/19 (Item #40) A1:07/15/20 (Item #20)
Southwestern Community Services, Inc.	**177511 - R001**	**Keene NH 03431**	**$992,485**	**$440,267**	**$1,432,752**	**O: 06/19/19 (Item #40)** **A1:07/15/20 (Item #20)** **A2:05/19/21 (Tabled Item #15)**
The Front Door Agency	156244 - B001	Nashua NH 03064	$557,157	$0	$557,157	O: 06/19/19 (Item #40) A1:07/15/20 (Item #20) A2:05/19/21 (Tabled Item #15)

The Way Home, Inc	166673 - B001	Manchester NH	$256,886	$0	$256,886	O: 06/19/19 (Item #40) A1:07/15/20 (Item #20) A2:05/19/21 (Tabled Item #15)
Tri-County Community Action Program, Inc.	**177195 - B009**	**Berlin NH**	**$205,825**	**$155,705**	**$361,530**	**O:07/10/19 (Item #16)** **A1:07/15/20 (Item #20)** **A2:05/19/21 (Tabled Item #15)**
Waypoint	177166 - B002	Manchester NH	$252,556	$0	$252,556	O: 06/19/19 (Item #40) A1:08/28/19 (Item #20B) A2:07/15/20 (Tabled Item #15)
		Total	**$12,725,724**	**$3,999,996**	**$16,725,720**	

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

See attached fiscal details.

EXPLANATION

The purpose of this request is request is to provide additional funding made available by the Governor's Office for Emergency Relief and Recovery to support the State Grant in Aid (SGIA) Homeless Assistance program to ensure individuals and families experiencing homelessness receive the essential services and supports in emergency shelters. Emergency shelters provide critical services and supports for those NH residents who do not have a home. This additional funding will help emergency shelter programs cover the increased cost of food, electricity, heat, and workforce to ensure these safety net providers are able to continue providing services. Due to the pandemic, most emergency shelters have lost their volunteer base, increasing the reliance on paid staff.

Approximately 4,500 individuals will be served during State Fiscal Year 2023.

The Contractor will continue providing emergency shelter to individuals and families experiencing homelessness. The Contractor will continue providing case management services to individuals and families who are currently in shelters as well as individuals and families who are unsheltered in order to connect them with housing services; other essential services; and provide ongoing case management. The case management services are personalized and based on the strengths and support needs for each individual or family. Case management services

include, but are not limited to, housing navigation services; assistance with applications for housing; assistance with applications for public assistance; referrals for healthcare, including mental health or substance use treatment; linkages to education, and employment supports.

The Contractors are monitored for performance through reports available from the Homeless Management Information System, which include information regarding:

- Length of time individuals remain homeless.
- The extent to which individuals who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

Should the Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Source of Federal Funds: Assistance Listing Number #21.023 FAIN #ERA0012 and #ERA0435, Assistance Listing Number #21.027 FAIN #4515DRNHP00000001

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

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM
100% General Funds

Bridge House, Inc. — Vendor # 165288 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$83,490	$0	$83,490
2021	102/500731	Contracts for Program Services	TBD	$59,130	$0	$59,130
2022	102/500731	Contracts for Program Services	TBD	$61,174	$0	$61,174
2023	102/500731	Contracts for Program Services	TBD	$61,174	$0	$61,174
		Sub Total		$264,968	$0	$264,968

Community Action Partnership of Strafford County — Vendor # 177200 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$6,588	$0	$6,588
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0
2022	102/500731	Contracts for Program Services	TBD	$0	$0	$0
2023	102/500731	Contracts for Program Services	TBD	$0	$0	$0
		Sub Total		$6,588	$0	$6,588

Community Action Program, Belknap and Merrimack — Vendor # 177203 - B003

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0
2022	102/500731	Contracts for Program Services	TBD	$0	$0	$0
2023	102/500731	Contracts for Program Services	TBD	$0	$0	$0
		Sub Total		$0	$0	$0

Concord Coalition to End Homelessness — Vendor # 267140 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$10,091	$0	$10,091
2021	102/500731	Contracts for Program Services	TBD	$58,618	$0	$58,618
2022	102/500731	Contracts for Program Services	TBD	$58,618	$0	$58,618
2023	102/500731	Contracts for Program Services	TBD	$58,618	$0	$58,618
		Sub Total		$185,945	$0	$185,945

Cross Roads House — Vendor # 166570 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$465,221	$0	$465,221
2021	102/500731	Contracts for Program Services	TBD	$301,563	$0	$301,563
2022	102/500731	Contracts for Program Services	TBD	$311,987	$0	$311,987
2023	102/500731	Contracts for Program Services	TBD	$311,987	$0	$311,987
		Sub Total		$1,390,758	$0	$1,390,758

Families in Transition (F.K.A. FIT/NHNH, Inc.) Vendor # 157730 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$1,037,418	$0	$1,037,418
2021	102/500731	Contracts for Program Services	TBD	$620,866	$0	$620,866
2022	102/500731	Contracts for Program Services	TBD	$642,327	$0	$642,327
2023	102/500731	Contracts for Program Services	TBD	$642,327	$0	$642,327
		Sub Total		$2,942,938	$0	$2,942,938

Friends Program Vendor # 154987 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$88,971	$0	$88,971
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739
2022	102/500731	Contracts for Program Services	TBD	$88,702	$0	$88,702
2023	102/500731	Contracts for Program Services	TBD	$88,702	$0	$88,702
		Sub Total		$352,114	$0	$352,114

Helping Hands Outreach Center Vendor # 174226-R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$114,908	$0	$114,908
2021	102/500731	Contracts for Program Services	TBD	$94,608	$0	$94,608
2022	102/500731	Contracts for Program Services	TBD	$97,878	$0	$97,878
2023	102/500731	Contracts for Program Services	TBD	$97,878	$0	$97,878
		Sub Total		$405,272	$0	$405,272

Hundred Nights, Inc Vendor #: 313375

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$117,376	$0	$117,376
2021	102/500731	Contracts for Program Services	TBD	$103,478	$0	$103,478
2022	102/500731	Contracts for Program Services	TBD	$107,055	$0	$107,055
2023	102/500731	Contracts for Program Services	TBD	$107,055	$0	$107,055
		Sub Total		$434,964	$0	$434,964

Lakes Region Community Developers Vendor # 156571-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$32,587	$0	$32,587
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174
2022	102/500731	Contracts for Program Services	TBD	$58,115	$0	$58,115
2023	102/500731	Contracts for Program Services	TBD	$58,115	$0	$58,115
		Sub Total		$204,991	$0	$204,991

Marguerites Place Vendor # 157465-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
,2020	102/500731	Contracts for Program Services	TBD	$118,536	$0	$118,536

2021	102/500731	Contracts for Program Services	TBD	$68,300	$0	$68,300
2022	102/500731	Contracts for Program Services	TBD	$70,350	$0	$70,350
2023	102/500731	Contracts for Program Services	TBD	$70,350	$0	$70,350
		Sub Total		$327,536	$0	$327,536

My Friend's Place — Vendor # 156274-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$115,144	$0	$115,144
2021	102/500731	Contracts for Program Services	TBD	$62,087	$0	$62,087
2022	102/500731	Contracts for Program Services	TBD	$64,233	$0	$64,233
2023	102/500731	Contracts for Program Services	TBD	$64,233	$0	$64,233
		Sub Total		$305,697	$0	$305,697

Nashua Soup Kitchen & Shelter, Inc — Vendor # 174173-R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$196,111	$0	$196,111
2021	102/500731	Contracts for Program Services	TBD	$88,695	$0	$88,695
2022	102/500731	Contracts for Program Services	TBD	$91,761	$0	$91,761
2023	102/500731	Contracts for Program Services	TBD	$91,761	$0	$91,761
		Sub Total		$468,328	$0	$468,328

New Hampshire Catholic Charities (F.K.A. New Generation, Inc.) — Vendor # 177295 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$97,357	$0	$97,357
2021	102/500731	Contracts for Program Services	TBD	$65,043	$0	$65,043
2022	102/500731	Contracts for Program Services	TBD	$67,291	$0	$67,291
2023	102/500731	Contracts for Program Services	TBD	$67,291	$0	$67,291
		Sub Total		$296,982	$0	$296,982

NH Coalition Against Domestic and Sexual Violence — Vendor # 155510-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$363,109	$0	$363,109
2021	102/500731	Contracts for Program Services	TBD	$428,693	$0	$428,693
2022	102/500731	Contracts for Program Services	TBD	$443,512	$0	$443,512
2023	102/500731	Contracts for Program Services	TBD	$443,512	$0	$443,512
		Sub Total		$1,678,826	$0	$1,678,826

Salvation Army Carey House, Laconia — Vendor # 177627-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$81,802	$0	$81,802
2021	102/500731	Contracts for Program Services	TBD	$118,260	$0	$118,260
2022	102/500731	Contracts for Program Services	TBD	$122,348	$0	$122,348
2023	102/500731	Contracts for Program Services	TBD	$122,348	$0	$122,348
		Sub Total		$444,758	$0	$444,758

Salvation Army McKenna House, Concord, Eastern Territory — Vendor # 177627-B003

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$188,742	$0	$188,742
2021	102/500731	Contracts for Program Services	TBD	$124,173	$0	$124,173
2022	102/500731	Contracts for Program Services	TBD	$128,465	$0	$128,465
2023	102/500731	Contracts for Program Services	TBD	$128,465	$0	$128,465
		Sub Total		$569,845	$0	$569,845

Seacoast Family Promise — Vendor # 311097

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$53,270	$0	$53,270
2021	102/500731	Contracts for Program Services	TBD	$41,391	$0	$41,391
2022	102/500731	Contracts for Program Services	TBD	$42,822	$0	$42,822
2023	102/500731	Contracts for Program Services	TBD	$42,822	$0	$42,822
		Sub Total		$180,305	$0	$180,305

Southern NH Services — Vendor # 177198-B006

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0
2022	102/500731	Contracts for Program Services	TBD	$0	$0	$0
2023	102/500731	Contracts for Program Services	TBD	$0	$0	$0
		Sub Total		$0	$0	$0

Southwestern Community Services — Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$302,869	$0	$302,869
2021	102/500731	Contracts for Program Services	TBD	$224,694	$0	$224,694
2022	102/500731	Contracts for Program Services	TBD	$232,461	$0	$232,461
2023	102/500731	Contracts for Program Services	TBD	$232,461	$0	$232,461
		Sub Total		$992,485	$0	$992,485

The Front Door Agency — Vendor # 156244-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$157,905	$0	$157,905
2021	102/500731	Contracts for Program Services	TBD	$130,086	$0	$130,086
2022	102/500731	Contracts for Program Services	TBD	$134,583	$0	$134,583
2023	102/500731	Contracts for Program Services	TBD	$134,583	$0	$134,583
		Sub Total		$557,157	$0	$557,157

The Way Home, Inc — Vendor # 166673-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$84,482	$0	$84,482

2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174
2022	102/500731	Contracts for Program Services	TBD	$58,115	$0	$58,115
2023	102/500731	Contracts for Program Services	TBD	$58,115	$0	$58,115
		Sub Total		$256,886	$0	$256,886

Tri-County CAP, Inc — Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$87,864	$0	$87,864
2021	102/500731	Contracts for Program Services	TBD	$38,435	$0	$38,435
2022	102/500731	Contracts for Program Services	TBD	$39,763	$0	$39,763
2023	102/500731	Contracts for Program Services	TBD	$39,763	$0	$39,763
		Sub Total		$205,825	$0	$205,825

Waypoint — Vendor # 177166-B002

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2020	102/500731	Contracts for Program Services	TBD	$166,817	$0	$166,817
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739
2022	102/500731	Contracts for Program Services	TBD	$88,702	$0	$88,702
2023	102/500731	Contracts for Program Services	TBD	$88,702	$0	$88,702
		Sub Total		$252,556	$0	$252,556

Total	$12,725,724	$0	$12,725,724

05-095-094-940010-24650000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HEW HAMPSHIRE HOSPITAL, ARPA DHHS FISCAL RECOVERY FUNDS
100% Federal Funds

Bridge House, Inc. — Vendor # 165288 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2023	102/500731	Contracts for Program Services	TBD	$0	$96,644	$96,644
		Sub Total		$0	$96,644	$96,644

Cross Roads House — Vendor # 166570 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2023	102/500731	Contracts for Program Services	TBD	$0	$515,436	$515,436
		Sub Total		$0	$515,436	$515,436

Families in Transition (F.K.A. FIT/NHNH) — Vendor # 157730 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2023	102/500731	Contracts for Program Services	TBD	$0	$955,704	$955,704
		Sub Total		$0	$955,704	$955,704

Friends Program — Vendor # 154987 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease)	Revised Budget
2023	102/500731	Contracts for Program Services	TBD	$0	$182,550	$182,550
		Sub Total		$0	$182,550	$182,550

Helping Hands Outreach Center — Vendor # 174226-R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2023	102/500731	Contracts for Program Services	TBD	$0	$171,812	$171,812
		Sub Total		$0	$171,812	$171,812

Hundred Nights, Inc — Vendor # 313375

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2023	102/500731	Contracts for Program Services	TBD	$0	$451,006	$451,006
		Sub Total		$0	$451,006	$451,006

My Friend's Place — Vendor # 156274-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2023	102/500731	Contracts for Program Services	TBD	$0	$161,074	$161,074
		Sub Total		$0	$161,074	$161,074

Nashua Soup Kitchen & Shelter, Inc — Vendor # 174173-R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2023	102/500731	Contracts for Program Services	TBD	$0	$236,241	$236,241
		Sub Total		$0	$236,241	$236,241

New Hampshire Catholic Charities (F.K.A. New Generation, Inc.) — Vendor # 177295 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2023	102/500731	Contracts for Program Services	TBD	$0	$118,121	$118,121
		Sub Total		$0	$118,121	$118,121

Salvation Army Carey House, Laconia — Vendor # 177627-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2023	102/500731	Contracts for Program Services	TBD	$0	$225,503	$225,503
		Sub Total		$0	$225,503	$225,503

Salvation Army McKenna House, Concord, Eastern Territory — Vendor # 177627-B003

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2023	102/500731	Contracts for Program Services	TBD	$0	$214,765	$214,765
		Sub Total		$0	$214,765	$214,765

Seacoast Family Promise — Vendor # 311097

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2023	102/500731	Contracts for Program Services	TBD	$0	$75,168	$75,168
		Sub Total		$0	$75,168	$75,168

Southwestern Community Services — Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2023	102/500731	Contracts for Program Services	TBD	$0	$440,267	$440,267
		Sub Total		$0	$440,267	$440,267

Tri-County CAP, Inc — Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Revised Budget
2023	102/500731	Contracts for Program Services	TBD	$0	$155,705	$155,705
		Sub Total		$0	$155,705	$155,705

Total	$0	$3,999,996	$3,999,996

Total Contract	$12,725,724	$3,999,996	$16,725,720

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

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Bridge House, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), as amended on May 19, 2021, (Tabled Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

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

   $361,612

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

   Robert W. Moore, Director.

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

11/2/2022
Date

DocuSigned by:
Karen Hebert
628666EB1B4A416...
Name: Karen Hebert
Title: Division Director

The Bridge House, Inc.

11/2/2022
Date

DocuSigned by:
Cathy Bentwood, RN
F19EA9E856BB485...
Name: Cathy Bentwood, RN
Title: ED

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

OFFICE OF THE ATTORNEY GENERAL

11/3/2022
Date

DocuSigned by:
Robyn Guarino
74873484404148D...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE BRIDGE HOUSE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 24, 2004. 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: **465451**

Certificate Number: **0005890878**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 31st day of October A.D. 2022.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

CERTIFICATE OF AUTHORITY

I, Tara B. Gowen, 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 Bridge House Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on Sept 27, 2022 at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Catherine Bentwood (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Bridge House 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: 11/1/22

Signature of Elected Officer
Name: Tara B Gowen
Title: Treasurer

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2022

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	CONTACT NAME: Eleanor Spinazzola	
E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	PHONE (A/C, No, Ext): (603) 293-2791	FAX (A/C, No): (603) 293-7188
	E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Insurance Group	GAIG
INSURER B : Wesco Insurance Co	25011
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Bridge House, Inc.
260 Highland Street
Plymouth NH 03264

COVERAGES **CERTIFICATE NUMBER:** 2022 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PAC 4250488 07	08/19/2022	08/19/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse and Molestation	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAP 4250489 07	08/19/2022	08/19/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
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		WWC3604972	09/10/2022	09/10/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

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

CERTIFICATE HOLDER

New Hampshire Department of Health & Human Services
129 Pleasant St
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tarsky Kennedy

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

BRIDGE HOUSE

Mission of the Bridge House and Veterans Advocacy: 2021

Ending Homelessness in Grafton County one family at a time- All guests are treated with dignity and respect - BH serves the poorest of the poor.

Due to the VA's commitment to end veterans homelessness Bridge House is able to offer specialized services for this population.

Bridge House forte is family strengthening, Veteran's advocacy, elder support, working with the Grafton County HOC to reduce recidivism.

Service Sites:

Bridge House Services are currently offered directly at the shelter, throughout all of Grafton County via an Outreach & Prevention Specialist, at the Veterans Housing Boulder Point, and at Flip'n Furniture TMH

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

THE BRIDGE HOUSE, INC.

FINANCIAL STATEMENTS

June 30, 2020 and 2019

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

CONTENTS

	Page
INDEPENDENT AUDITORS' REPORT	1
FINANCIAL STATEMENTS	
Statement of Financial Position, June 30, 2020 With Comparative Totals for June 30, 2019	2
Statement of Activities and Changes in Net Assets For the Year Ended June 30, 2020 With Comparative Totals for the Year Ended June 30, 2019	3
Statements of Cash Flows For the Years Ended June 30, 2020 and 2019	4
Schedule of Functional Expenses For the Year Ended June 30, 2020 With Comparative Totals for the Year Ended June 30, 2019	5
NOTES TO FINANCIAL STATEMENTS	6-13

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

ROWLEY & ASSOCIATES P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET

CONCORD, NEW HAMPSHIRE 03301

TELEPHONE (603) 228-5400

FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS

To the Board of Directors
The Bridge House, Inc.
Plymouth, New Hampshire

We have audited the accompanying financial statements of The Bridge House, Inc., which comprises the statements of financial position as of June 30, 2020 and the related statements of activities and changes in net assets, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

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

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

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

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

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Bridge House, Inc. as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information
We have previously audited the financial statements of the Bridge House, Inc as of June 30, 2019 and for the year then ended and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 15, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Rowley & Associates, P.C.

Rowley & Associates, P.C.
Concord, New Hampshire
August 5, 2021

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

THE BRIDGE HOUSE, INC
STATEMENT OF FINANCIAL POSITION
June 30, 2020, With Comparative Totals for June 30, 2019
See Independent Auditors' Report

	NET ASSETS WITHOUT DONOR RESTRICTIONS	NET ASSETS WITH DONOR RESTRICTIONS	2020	2019
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents	$ 1,231,205	$ 18,425	$ 1,249,630	$ 1,037,371
Grants and pledges receivable	13,378	-	13,378	29,706
Prepaid insurance	5,402	-	5,402	7,312
TOTAL CURRENT ASSETS	1,249,985	18,425	1,268,410	1,074,389
FIXED ASSETS				
Land and Building	206,737	700,000	906,737	906,737
Leasehold improvements	372,792	599,472	972,264	-
Furnishings and equipment	90,594	-	90,594	90,594
Total Fixed Assets	670,123	1,299,472	1,969,595	997,331
Less accumulated depreciation	(120,799)	(220,160)	(340,959)	(315,815)
	549,324	1,079,312	1,628,636	681,516
OTHER ASSETS				
Advanced Choice annuity	208,228	-	208,228	201,950
Construction in progress	-	-	-	75,205
	208,228	-	208,228	277,155
TOTAL ASSETS	$ 2,007,537	$ 1,097,737	$ 3,105,274	$ 2,033,060
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	$ 60,287	$ -	$ 60,287	$ 8,210
Unearned grant revenue	12,528	-	12,528	-
Accrued payroll expenses	17,280	-	17,280	20,505
Accrued compensated absences	13,396	-	13,396	11,154
TOTAL CURRENT LIABILITIES	103,491	-	103,491	39,869
OTHER LIABILITIES				
SBA Payroll Protection Program Loan	115,600	-	115,600	-
NET ASSETS				
Net assets without donor restriction	1,788,446	-	1,788,446	1,499,601
Net assets with donor restriction	-	1,097,737	1,097,737	493,590
TOTAL NET ASSETS	1,788,446	1,097,737	2,886,183	1,993,191
TOTAL LIABILITIES AND NET ASSETS	$ 2,007,537	$ 1,097,737	$ 3,105,274	$ 2,033,060

See Notes to Financial Statements

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

THE BRIDGE HOUSE, INC
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For The Year Ended June 30, 2020
With Comparative Totals for the Year Ended June 30, 2019
See Independent Auditors' Report

	NET ASSETS WITHOUT DONOR RESTRICTIONS	NET ASSETS WITH DONOR RESTRICTIONS	2020 TOTAL	2019 TOTAL
SUPPORT AND REVENUE				
State and Federal Contracts	$ 148,277	$ 599,427	$ 747,704	$ 230,847
Grants	241,814	-	241,814	139,097
Contributions	113,179	-	113,179	104,030
Contributions, in-kind	9,000	-	9,000	9,000
Contributions, non-cash	5,220	-	5,220	5,224
Thrift Shop Sales	604,713	-	604,713	578,952
Resident Fees	29,930	-	29,930	29,832
Rental Income	8,195	-	8,195	9,688
Special Events, less direct costs of $2,500	15,338	-	15,338	-
Interest	3,869	-	3,869	5,507
Appreciation in value of annuity	6,278	-	6,278	1,950
TOTAL SUPPORT AND REVENUE	1,185,813	599,427	1,785,240	1,114,127
Net assets:				
Grant reserve requirement	(18,425)	18,425	-	-
Released from donor imposed restriction	13,705	(13,705)	-	-
	(4,720)	4,720	-	-
EXPENSES				
Program services	806,889	-	806,889	780,915
Management and general	49,740	-	49,740	45,754
Fundraising	35,619	-	35,619	36,701
	892,248	-	892,248	863,370
Increase in net assets	288,845	604,147	892,992	250,757
Net Assets, Beginning of year	1,499,601	493,590	1,993,191	1,742,434
Net assets, End of year	$ 1,788,446	$ 1,097,737	$ 2,886,183	$ 1,993,191

See Notes to Financial Statements

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

THE BRIDGE HOUSE, INC
STATEMENTS OF CASH FLOWS
For The Years Ended June 30, 2020 and 2019
See Independent Auditors' Report

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	$ 892,992	$ 250,757
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Appreciation in value of annuity	(6,278)	(1,950)
Depreciation	25,143	16,298
(Increase) in Operating Assets		
Grants & pledges receivable	16,328	(1,760)
Prepaid expenses	1,910	(3,985)
(Decrease) increase In Operating Liabilities		
Accounts payable	52,077	(1,317)
Unearned grant revenue	12,528	-
Accrued payroll	(3,225)	1,701
Accrued compensated absences	2,242	1,789
NET CASH PROVIDED BY OPERATING ACTIVITIES	993,717	261,533
CASH FLOW FROM INVESTING ACTIVITIES		
Purchase of advanced choice annuity	-	(200,000)
Proceeds from SBA Payroll Protection Program Loan	115,600	-
Cash paid for leasehold improvements	(897,058)	(75,205)
Purchases of property and equipment	-	(17,731)
NET CASH USED BY INVESTING ACTIVITIES	(781,458)	(292,936)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENT	212,259	(31,403)
Cash and cash equivalents, beginning of year	1,037,371	1,068,774
Cash and cash equivalents, end of year	$ 1,249,630	$ 1,037,371
SUPPLEMENTAL INFORMATION ON NON-CASH ACTIVITIES		
Contributions, in-kind	$ 9,000	$ 9,000
Contributions, non-cash	$ 5,220	$ 5,224

See Notes to Financial Statements

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

THE BRIDGE HOUSE, INC
STATEMENT OF FUNCTIONAL EXPENSES
For The Year Ended June 30, 2020
With Comparative Totals for the Year Ended June 30, 2019
See Independent Auditors' Report

	Program Services	Management & General	Fundraising	2020 Total	2019 Total
Payroll	$ 438,453	$ 26,278	$ 21,898	$ 486,629	$ 483,144
Payroll taxes	37,053	2,221	1,851	41,125	37,397
Fringe benefits	50,246	3,011	2,509	55,766	56,632
Total payroll and benefits	525,752	31,510	26,258	583,520	577,173
Professional fees	38,446	4,272	-	42,718	34,002
Telephone and internet	5,137	-	-	5,137	4,482
Office expense	32,570	3,619	-	36,189	30,906
Depreciation	22,629	2,514	-	25,143	16,298
Rent	41,246	-	-	41,246	50,252
Utilities	31,584	3,509	-	35,093	33,256
Common Area Charges	2,865	318	-	3,183	4,020
Maintenance and Repairs	30,511	3,390	-	33,901	23,445
Supplies	8,162	-	-	8,162	8,733
Vehicle expense	8,509	-	-	8,509	16,168
Travel, Training, and Conferences	4,388	-	-	4,388	4,980
Insurance	31,663	-	-	31,663	27,290
Criminal records search	96	-	-	96	144
Direct client services	16,861	-	-	16,861	17,558
Fundraising costs	-	-	9,361	9,361	10,729
Hero duty	1,000	-	-	1,000	-
Website & Marketing	5,470	608	-	6,078	3,934
TOTAL EXPENSES	$ 806,889	$ 49,740	$ 35,619	$ 892,248	$ 863,370

See Notes to Financial Statements

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

NOTE 1 NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

The Bridge House was incorporated in 2004, under the laws of the State of New Hampshire, as a "not-for-profit" organization. In accordance with its Mission Statement, the not-for-profit organization provides shelter and services, including case management, to the homeless population of the community to help them find and maintain permanent housing. Residents are provided with services that include budgeting and credit counseling, parenting classes, substance abuse counseling, and assistance in acquiring additional services from other state and federal programs. The Organization's primary sources of revenue are from grants, contributions and thrift store sales.

Significant Accounting Policies

The summary of significant accounting policies of the Organization is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of the Organization's management who is responsible for their integrity and objectivity. These accounting policies conform to U.S. generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Basis of Presentation

The Organization maintains its accounting records on the accrual basis of accounting whereby revenues are recorded when earned and expenses are recorded when the obligation is incurred. The Organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net Assets without Donor Restrictions – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services, raising contributions, and performing administrative functions.

Net Assets with Donor Restrictions – These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2019, from which the summarized information was derived.

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

NOTE 1 NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and Equipment

All acquisitions of property and equipment in excess of $100 and all expenditures for repairs, maintenance, renewals, and betterments that materially prolong the useful lives of assets are capitalized. Property and equipment are carried at cost or, if donated, at the approximate fair value at the date of donation. Depreciation is computed using primarily the straight-line method. Depreciation expense was $25,143 and $16,298 for the years ended June 30, 2020 and 2019, respectively.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. For the years ended June 30, 2020 and 2019 the Organization had no cash equivalents.

Income taxes

The Organization has been notified by the Internal Revenue Service that it is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization is further classified as an organization that is not a private foundation under Section 509(a)(3) of the Code. The most significant tax positions of the Organization are its assertion that it is exempt from income taxes and its determination of whether any amounts are subject to unrelated business tax (UBIT). The Organization follows the guidance of Accounting Standards Codification (ASC) 740, Accounting for Income Taxes, related to uncertain income taxes, which prescribes a threshold of more likely than not for recognition and recognition of tax positions taken or expected to be taken in a tax return. All significant tax positions have been considered by management. It has been determined that it is more likely than not that all tax positions would be sustained upon examination by taxing authorities. Accordingly, no provision for income taxes has been recorded.

Pledges Receivable and Recognition of Donor Restricted Contributions

Contributions are recognized when the donor makes an unconditional promise to give to the Organization. Contributions that are restricted by the donor are reported as increases in net assets without donor restriction if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in net assets with donor restriction. When a restriction expires, net assets without donor restriction are reclassified to net assets without donor restriction. Contributions of long-lived assets are considered without donor restriction unless the donor specifies a time-restriction.

The Organization provides for losses on grants and pledges receivable using the allowance method. The allowance is based on experience, third-party contracts, and other circumstances, which may affect the ability of donors to meet their obligations. Receivables are considered impaired if full principal payments are not received in accordance with the contractual terms. It is the Organization's policy to charge off uncollectible grants and pledges receivable when management determines the receivable will not be collected. There were no balances in the allowance account related to pledges receivable as of June 30, 2020 and 2019 because all amounts were deemed collectable.

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

NOTE 1 NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue and Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed, or expenditures are incurred, respectively. Contributions are recognized when cash or other assets are received.

Functional Expenses and Cost Allocation

Certain categories of expenses are attributable to more than one program or supporting function and are allocated on a reasonable basis that is consistently applied. The expenses that are allocated are payroll, payroll taxes, fringe benefits which are allocated on the basis of estimates of time and effort; professional fees, office expense, depreciation, utilities, common area charges, maintenance and repairs, and website and marketing which are allocated on the basis of space utilized for the related activities.

Compensated Absences

It is the Organization's policy to permit certain employees to accumulate earned benefit time throughout the year which will be paid upon termination. The statement of financial position reflects accrued time earned, but unpaid as of June 30, 2020 and 2019 in the amounts of $13,396 and $11,154, respectively.

Allowance for Doubtful Accounts

The contracts receivable allowance for doubtful accounts is based upon management's assessment of the credit history with agencies, organizations and individuals having outstanding balances and current relationships with them. There was no balance in the allowance for doubtful accounts as of June 30, 2020 and 2019.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Concentration of Risk

The Organization maintains cash balances in several accounts at local banks. These accounts are insured by the Federal Deposit Insurance Corporation up to $250,000. At various times throughout the year, the Organization may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Organization. At June 30, 2020 and 2019, the Organization had $602,394 and $490,811 in uninsured balance respectively.

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

NOTE 1 NATURE OF BUSINESS AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Financial Instruments

The carrying value of cash and cash equivalents, grants and pledges receivable, prepaid expenses, accounts payable, accrued payroll and accrued compensated absences are stated at carrying cost at June 30, 2020 and 2019, which approximates fair value due to the relatively short maturity of these instruments. Other financial instruments held at year end is an annuity which is stated at fair value.

New Accounting Pronouncement

During the year ended June 30, 2019, the Organization adopted the requirements of the Financial Accounting Standards Board's Accounting Standards Update No. 2016- 14—Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities (ASU 2016- 14). This Update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return between not-for-profit entities. A key change required by ASU 2016-14 is the net asset classes used in these financial statements. Amounts previously reported as unrestricted net assets are now reported as net assets without donor restrictions and amounts previously reported as temporarily restricted net assets and permanently restricted net assets are now reported as net assets with donor restrictions.

Reclassifications

Certain financial statement and note information from the prior year financial statements has been reclassified to conform with current year presentation format.

Subsequent Event

Management has evaluated subsequent events through August 5, 2021, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. There were no events matching this criterion during this period.

NOTE 2 CONCENTRATIONS IN SUPPORT REVENUE

Government and private sector grants accounted for approximately 55% and 33% of the Organization's revenues for the years ended June 30, 2020 and 2019, respectively. Contributions accounted for approximately 7% and 11% of the Organization's revenues for the years ended June 30, 2020 and 2019, respectively.

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

NOTE 3 OPERATING LEASES

The Organization has a verbal agreement to rent office space for case management. Due to Covid-19 the office was not used subsequent to March 2020. This agreement called for $125 per month. Rent expense related to this space was $1,125 and $1,500 during the years ended June 30, 2020 and 2019, respectively. There is no future minimum rent related to this lease.

Effective October 5, 2004, the Organization entered into a lease agreement with Whole Village Family Resource Center to lease a portion of the Center's Premises. The term of the lease is for 50 years and expires October 4, 2054. The rent is $1 plus incremental costs, which are defined as snow removal, repairs, lawn care and landscaping, utility services, water and sewer, insurance and other incidental costs incurred by the Organization use of the premise. Incremental costs of use of the premise are included in operating expenses and allocated by function.

The Organization entered a four-year lease beginning June 2017 and expiring June 2021 for space for a consignment shop. Monthly rent expense related to this lease was $3,821. Due to Covid-19, the landlord decreased monthly rent to $1,911. The rent will be restored to the full value at a later date. The lease remains intact. Rent expense related to this lease was $40,121 and $45,862 for the years ended June 30, 2020 and 2019, respectively.

Future minimum rent is: 2021: $ 22,932

NOTE 4 ADVANCED CHOICE ANNUITY

In March 2019 the Organization purchased a non-qualified contract from Advanced Choice annuity. Advanced Choice is a single premium deferred annuity with a Market Value Adjustment issued by Security Benefit Life Insurance Company. It has a 3-year guaranteed period and it will mature in March 2022. The balance of the annuity was $208,228 and $201,950 as of June 30, 2020 and 2019, respectively.

NOTE 5 RETAIL THRIFT STORES

The Organization operates three retail thrift stores that help support their mission. Gross thrift store revenue was $604,713 and $578,952 during the years ended June 30, 2020 and 2019, respectively.

The thrift stores obtain their inventory entirely through outside donations. The value of non-cash donations to the thrift store and its inventory are unrecorded in the financial statement. This is due to those donations not having a determinable value and that not all donations are resalable: The Organization estimates its inventory value to be approximately $300,000 as of June 30, 2020.

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

NOTE 6 UNEARNED GRANT REVENUE

Under the terms of a federal construction grant the Organization was required to repay a portion of the grant. This was due to a change in purpose for a portion of the construction. The repayment was made in June 2021. As of June 30, 2020 unearned grant revenue was as follows:

Amount of funds required to repay:	$ 66,928
Grant funding received subsequent to June 30, 2020:	54,400
Unearned grant revenue, net	$ 12,528

NOTE 7 FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at June 30 were as follows:

	Fair Value	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable Inputs (Level 2)
2020			
Grants & pledges receivable	$ 13,378	$ -	$ 13,378
Advance Choice annuity	208,228	208,228	-
	$ 221,606	$ 208,228	$ 13,378
2019			
Grants & pledges receivable	$ 29,706	$ -	$ 29,706
Advance Choice annuity	201,950	201,950	-
	$ 231,656	$ 201,950	$ 29,706

The fair value for the annuity was determined by reference to quoted market prices and other relevant information generated by market transactions. The fair market value of grants and pledges receivable are estimated at the present value of expected future cash flows.

NOTE 8 SIGNIFICANT EVENTS

During the year ended June 30, 2019, construction started on an addition to the building. On June 30, 2019, total construction in progress was $75,205. This project reached full occupancy of the addition in February 2020. The addition is included in building and improvements on the statement of financial position for the year ended June 30, 2020.

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

NOTE 9 CONTINGENT LIABILITIES

The Organization receives money under various state and federal programs. Under the terms of these programs, the Organization is required to expend the funds within the designated period for purposes specified in the grant proposal. If expenditures of the funds were found not to have been made in compliance with the proposal, the Organization might be required to return this portion of funds to the grantor. As of June 30, 2020 and 2019, there were no known disallowed expenditures and the Organization's management deems such a contingency unlikely. Accordingly, no provision has been made for this contingency.

NOTE 10 NET ASSETS WITH DONOR RESTRICTIONS

The Organization received a $700,000 block grant from the Town of Plymouth, NH to assist with the construction of a new facility during the year ended June 20, 2005. A mortgage deed in the amount of $670,000 related to this grant has been recorded against the title of the property. The Organization is required to continue the building's use as a homeless shelter for a period of twenty years. In the event of default, the Organization must return the funds or relinquish ownership of the building to satisfy the restrictions. This restriction in effect until June 20, 2025.

The Organization received a $599,472 federal NH Housing Finance Authority (NHHFA) grant to expand their emergency shelter during the year ended June 30, 2020. The construction costs are included in leasehold improvements on the statement of financial position. The expansion is restricted in use, as pre-determined by the NHHFA for a period of 40 years, expiring in February 2060. In the event of default, the Organization will be subject to foreclosure. The NHHFA also required the Organization to set aside funds for future reserves as part of the grant requirements.

Net assets with donor restriction related to this grant for the years ended June 30 were:

	2020	2019
Building	$ 700,000	$700,000
Leasehold improvements	599,472	-
Less accumulated depreciation	(220,160)	(206,410)
	1,079,312	493,590
NHHFA Required reserves	18,425	-
	$1,097,737	$493,590

NOTE 11 BOARD DESIGNATED NET ASSETS

The Organization had no board designated net assets as of June 30, 2020 and 2019.

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

NOTE 12 LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Organization's primary sources of support are contributions, thrift shop sales and grants. Most of that support is held for the purpose of supporting the Organization's budget. The Organization has the following financial assets that could readily be made available within one year to fund expenses without limitations:

	2020	2019
Cash and cash equivalents	$1,249,630	$1,037,371
Accounts receivable	13,378	29,706
	1,263,008	1,067,077
Less cash with donor restrictions	18,425	-
Total	$1,244,583	$1,067,077

NOTE 13 SBA PAYROLL PROTECTION PROGRAM LOAN

On May 1, 2020 the Organization received approval of a loan from The U.S. Small Business Administration as part of the Paycheck Protection Program in the amount of $115,600. This loan called for interest fixed at 1%. No payments were required for six months from the date of the loan. This note was to mature two years from the date of first disbursement of the loan.

On March 11, 2021 this loan was forgiven under the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136).

NOTE 14 RISKS AND UNCERTAINTIES – COVID-19

As a result of the spread of the COVID-19 coronavirus, economic uncertainties have arisen which may negatively impact future financial performance. The potential impact of these uncertainties is unknown and cannot be estimated at the present time.

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

BRIDGE HOUSE SHELTER & VETERANS ADOOCACY BOARD OF DIRECTORS

260 Highland St., Plymouth NH 03264

NAME	[redacted]	[redacted]	[redacted]	POSITION
Maureen Patti, Atty (retired)		[redacted]	[redacted]	Director
Tara Gowen, Real Estate Agent				
Kim Livingstone, PhD Social Work		[redacted]	[redacted]	Treas
		[redacted]	[redacted]	VP
Ed Van Dorn, Atty (retired)		[redacted]	[redacted]	Pres
Christina Corbitt, Bank Manager, MVSB		[redacted]	[redacted]	Director
Marianne Peabody, Welfare Officer				
		[redacted]	[redacted]	Director
Chance Simonton, LMHC		[redacted]	[redacted]	Director
Michelle McEwen, CPA				Director
Inge Jacobs, PhD Social Work				Secretary

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

Catherine Bentwood RN

Qualifications:

Collaboration, Networking, Leadership
Lifetime commitment working with the underserved
Initiated & Volunteered at Plymouth Regional Free Clinic 1989 - 2007
N H Registered Nurse License# 034589-21

Pertinent ongoing Education & Workshops:

Therapeutic Benefits of THC; June 2022
The Addicted Brain; March 2022
Bridges out of Poverty; May 2022
Cultural Awareness; October 2022

Employment:

Jan 2009-2022	Executive Director Bridge House Homeless Shelter
1989-2008	Patient advocate/minor-op assistant general surgery office
1976 – 2086	Owner/Operator Bodyworks – Fitness for Men & Women

Accomplishments & Awards

2020 Gen Protzmann Award for Veteran Advocacy Grafton County
2021 & '22 Bob Woodruff Award to ensure Veterans Food Security
2019 Initiated Permanent Supportive Housing for formally homeless Veterans 2010 - invited Harbor Homes to take on project 2016. Thirty units opens July 2019 serving Veterans & Veteran families.
2014 - 2019 Opened 2 thrift shops to support Bridge House Homeless Shelter
2012 New Hampshire Charitable Foundation Lakes Region Leadership Award
2012 Granite State Service Award - PSU
2009 Chamber of Commerce/ James C Hobart Award
2001 New England Patriots Community Champion Award – Co Recipient
1998 Rotary Citizen of the Year Award – Co Recipient

NH PEACE ACTION

2011 - Development team member since 1999
1999 - Facilitated ongoing partnership between NHPA and NH businessman Alex Ray

LICENSED NH FOSTER PARENT (CASA 2000 – 2002)

1975-2006 Additionally, sponsored refugees & families from Vietnam, Rwanda, Honduras

WORLD PEACE INITIATIVE

1987 - 2010 – Medical Volunteer Honduras, Iraq, Katrina, Haiti

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

Holly J. Cormiea

Objective: To pursue a challenging career in a Social Service field.

Experience: 2003-Present Bridge House Inc. Plymouth, NH
Manager (July 1, 2005)

* Participant Care Worker- July 03-05
* Manage the daily operation of a 20 bed homeless shelter in Plymouth, NH.
* Work with area social services, charities, mental health, law enforcement, landlords and employers.
* Screen, admit and conduct intakes with incoming participants.
* Deal with all aspects of plant operation, purchasing and maintenance.

1998-2005 Lakes Region Comm. Svcs. Council Plymouth, NH
Direct Support Provider

* Develop day program activities.
* Complete daily and monthly reports.
* Participate in Individual Service Plans
* Assist with Activities of Daily Living.
* Consumer employment support.
* Have worked in all areas LRCSC.

Education, Training and Accomplishments

* Bridges Out of Poverty, September 2022
* Therapeutic Benefits of THC, June 2022
* Medication administration under HeM-1201
* Reality Therapy & Choice Theory
* Defensive Driving Course
* Mental Health Education classes
* Ongoing technical training BIT Clarity (formerly HMIS for state reporting)
* Outreach- with transitioned former participants & homeless community
* CPR/AED certified
* Writing Progress Notes & Quarterly Reports
* Liaison between Medical Professionals & Clients
* Community Integration
* Rescue & Foster Dogs from High kill shelters
* Wrote 501 (c) (3) for Rescue
* Write grants for rescue
* TCI trained

Reference's available upon request

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

Michael Doyle

Objective: With Housing First as a model I wish to continue assisting/serving the homeless population 110%. Learning, incorporating, following through with new skills/techniques to aide this population - supporting at a high level; mind, body, soul. I will put all my attention, passion, and efforts toward meeting the needs - with a smile.

Education: 1998-2001 Bachelor in Science of Social Work (BSW)
Plymouth State College
Internship- Plymouth Senior Center. Responsibilities: assisting the social worker in daily activities; coordinating/organizing health forum focusing on prevention & awareness & maintenance through the aging process, meals on wheels, life-line installations, daily socialization with seniors & disabled adult populations.

Experience: Bridge House Inc. 2000-present- Overnight House Supervisor/ Social Worker
Case Management Responsibilities- documentation, outreach, guidance & referrals, 1 on 1 weekly meetings consisting of; services & programs, employment, housing, counseling, coping/life skills mentoring, organization /goal oriented, motivated, Overall instilling the desire to be as independent and as healthy as possible.

Overnight Supervisor Responsibilities- Secure participants safety and security within Bridge House property, medication supervision and distribution, encourage Bridge House rules & regulations, socialization and interaction with participants, emergency respondent, varying transportation needs, conflict resolution, documentation and reporting to team on a daily basis.

Hunter School: 2009-2013 Teacher Aide/ Houseparent/ Life skill teacher
Teacher Aide Responsibilities- Substitute teach, lesson plan coordination, supervision, mentoring, teaching 1 on 1, discipline, teaching coping skills & de-escalation techniques, furthermore assisting school administration with any need that may arise.
House parent Responsibilities- activity coordination, meal preparation, supervision, enforcement of house rules & guidelines, conflict resolution, transportation, coping skills, conflict resolution, daily socialization.
Life skills teacher- transportation, off campus activities, life skill development; bank accounts open & manage, grocery shopping, laundry, appropriate social functioning.

Friend's of Shorty Inc.
02/10/06-4/11/07-House Supervisor

Responsibilities- Physical Therapy, Occupational Therapy, Activity Coordination, Transportation, Home Care, Life Skills Development.

Recent trainings- Therapeutic Benefits of THC, June 2022; Bridges Out of Poverty, September 2022; Energetic Mindful educational practice, First Aid/CPR/AED, Therapeutic Restraint Training/CPI, Choice Therapy, Depression/Suicide, Recovery Coach training

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

Nancy J. Russell

Objectives

I have a strong desire to make people who are experiencing homelessness feel comfortable and safe. Making people feel wanted and a sense of community is my wish in the workplace.

Education

Stoughton High School, Stoughton, Mass.
New England Sinai Hospital (CAN certification)
Environmental Services Certification (Level1)

Experience

September 2007 - Present
Bridge House, Inc. 260 Highland Street Plymouth NH 03264
603-536-7631

September 2012 - 2014
Hunter School (Therapeutic Boarding School)
768 Dow Town Road Rumney NH 03266

Skills/Training

- Motivational Interviewing
- CPR/AED certification
- JIRA certification (therapeutic restraint technique)
- Recovery Coach -2017
- Choice Theory/Reality Therapy
- Outreach with transitioned former homeless participants
- Writing progress notes, daily notes
- Conflict resolution
- Bridges Out of Poverty, September 2022
- Therapeutic Benefits of TCH, June 2022

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

Kathryn Newell Coupe

EDUCATION SPECALIST & LEADER

PERTINENT EDUCATION & WORKSHOPS

Housing Stability Solution Summit — October 2022
Sponsored: NH Coalition to End Homelessness

Bridges Out of Poverty — September 2022
Sponsored by: United Way, Whole Village & The Bridge House

"Trauma-Informed Support and Response to Domestic Violence" — August 2022
Sponsored by: CADY, CNCHCOR, and the PHAC

Getting to the Y Students and the YAACs Presented — May 2022
Sponsored by: CADY- Community for Alcohol & Drug Free-Youth

Behavioral Health/ NH Rapid Response Access Point — March 2022
Sponsored by: CADY - Community for Alcohol & Drug-Free Youth

EXPERTISE

Teaching

Supervision

Team Building & Leadership

Psycho-Educational Assessments

Management of Program Operations

Communication

Grant Writing

EDUCATION

Masters of Science in Education
Educational Administration
Wheelock College

Bachelor of Science
Elementary and Special Education
Learning Disabilities
Lesley University

CERTIFICATES

Court Appointed Special Advocate
CASA Volunteer

EXPERIENCE

DIRECTOR, ACADEMIC RESOURCE CENTER
Tilton School — 1995-2017

- Design and administer the overall program for high-school students to accommodate learning differences, improve organizational skills, and prepare for standardized testing and post-secondary educational opportunities
- Review psycho-educational testing and write Individual Learning Plans
- Coordinate testing mandated by state and federal regulations in conjunction with the local public schools
- Coordinate all non-standard testing administrations
- Maintain ongoing communication with parents
- Supported classroom teachers in the management of learning styles and differences
- Teacher: English, History, Psychology, Study Skills

FACULTY, EDUCATION DEPARTMENT
Plymouth State College, University System of NH — 1981-2016

- Taught 2-3 college courses/ semester in early childhood and elementary education
- Supervised Student Teacher Practicums in pubic schools for grades K-12

DIRECTOR, CHILD DEVELOPMENT & FAMILY CENTER DIRECTOR
Plymouth State College, University System of NH — 1980- 2012

- Administered total program operation of Child Care Center
- Supervised college students assigned to Center for teaching practicums
- Secured federal grants to support community children to attend Center
- Hired and supervised child care workers

PROGRAM DIRECTOR, CHILD CARE & CO.
Plymouth State College, University System of NH — 2012-2016

- Administered grant-funded Family Day Care Resource & Referral Program
- Coordinated a network support group for NH Family Day Care providers

FOUNDER, EXECUTIVE DIRECTOR & HEAD TEACHER
The Children's House Day Care Center — 1975-1980

- Founded and Developed Day Care Center for community children
- Grant Writer and Designer of Day Care and Early Childhood School

Denise Castonguay

Objectives

My goal is to continue working with the at-risk youth population and utilize my experience to bring stability and transitional consul to adults who find themselves without a safe place to live.

Education

June, 1969
Bristol Eastern High School
Bristol CT

September 1971
Manchester Technical School, Manchester England

September 1994
Tunxis Community College

Training

August 2000- ongoing
Mount Prospect Academy Faculty Institute

February 2010- ongoing
Trauma Informed Care Best Practice Models

March 2012 - ongoing
ARC Training Certification and Instruction

March 2014- ongoing
Youth Thrive Catalytic- Bolster Collaborative

October 2015, 2016
Next Steps NH Transition Summit

January 2017 Trauma Informed Supervision in an Academic Setting

May 2018 Effects of Substance Abuse on the Adolescent Brain and Development

2921 – 2022 President Plymouth Rotarians

Experience

2000 - 20014 - Culinary Arts Instructor- Food Service Director

Mount Prospect Academy

Development and implementation of a comprehensive culinary arts program with a focus on job readiness within the hospitality industry. Meeting the dietary needs of residents and students based on the Board of Education's nutritional guidelines and The Healthy Hungry Free Kids Act.

2014- present -Adult and Transitional Living Coordinator

Mount Prospect Academy

Implementing and expanding the adult living curriculum to meet or exceed the NH Department of Education's requirements as to measurable life skills, secondary school readiness, and realistic transitional planning for an independent life outside of residential care.

2015- present- Bridge House Weekend Manager

The Bridge House Shelter

Supporting participants with their basic needs and providing assistance for a successful transition to independence. Development and supervision of weekly menus. Providing emergency intake when necessary. Pay roll completion and submittal.

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

JUDITH DRAKE TAUTENHAN

TRAINING/CERTIFICATIONS/AWARDS

Therapeutic Benefits of THC, June 2022; Bridges Out of Poverty, May 2022; ADA, Section 504 & Fair Housing, May 2021; 2017 Unsung Hero Parent Award, NH Children's Trust; The Health Insurance Portability and Accountability Act (HIPAA), Lutheran Social Services; Conflict Resolution, Thirteenth Judicial Circuit's Mediation/Diversion Services: Elderly Sensitivity Training, West Central Florida Area Agency on Aging, Inc.; Emergency Shelter Management, American Red Cross; Diversity Awareness, University of South Florida; Trainer, Project Re-Compute, Recycling Task Force of Hillsborough County; Recipient, Lingerfelt Business Ethics Award, (UT)

RELEVANT PROFESSIONAL EXPERIENCE

ED Assistant – THE BRIDGE HOUSE, *Plymouth, NH* 9/2019 to present

- Advocacy for people experiencing homelessness with a unique priority for Veterans
- Assist the Executive Director in grant writing/fundraising
- Liaise directly with various organizations, businesses, staff, and individuals to meet the mission of Bridge House

BP Community Outreach – BOULDER POINT, *Plymouth, NH* 3/2020 to present

- Advocacy for high-risk Veterans at 30 unit VASH supported housing unit
- Community connections and support for Veterans and their significant others
- Direct support and connection for Veterans at Boulder Point

Volunteer Supervisor – COURT APPOINTED SPECIAL ADVOCATES (CASA), *Plymouth, NH* 9/2009 to 7/2011

- Recruit, train, supervise and retain CASA volunteers
- Serve as a liaison between various agencies and the NH court system
- Work with staff and volunteers to promote agency growth and change through networking and fundraising

Assistant Project Manager – LUTHERAN SOCIAL SERVICES, *Concord, NH* 11/2007 to 8/2009

- Promptly respond to referrals from Case Managers
- Meet with consumers to assess their needs and create plan of care
- Responsible for 50+ consumers in helping them identify, hire and train
- Actively participate in community forums and agencies to provide quality services to consumers
- Assume Case Manager responsibilities to coordinate services to consumers to enable them to stay at home
- Complete yearly evaluations, provide supervision and Human Resources support for 80+ in-home workers

Employment Counselor - NH EMPLOYMENT SECURITY, *Manchester, NH* 6/2006 to 11/2007

- Evaluate customer characteristics to identify and overcome barriers to employment
- Administer and interpret interest and aptitude tests to assist in determining appropriate career goals
- Refer individuals to other supportive agencies and determine program eligibility
- Maintain accurate individual counseling records
- Proven placement record with 20+ customers per month becoming employed
- Researched and developed Diversity Training program for NH Employment Security staff
- Trained in use of specialized software to help clients become reemployed

CFS, RTC - FLORIDA MENTAL HEALTH INSTITUTE, University of South Florida, *Tampa, FL* 2003 to 2005

Coordinator-Information/Public Services (March 2004 to January 2005)
Responsible for the development, implementation and maintenance of tracking systems for knowledge dissemination activities, including:

- product design and publication
- evaluation and data analysis
- marketing and grant support
- technical reports, copyediting, & literature reviews

Coordinator-Education/Training Programs (March 2004 to January 2005)

- Worked with service providers in Spanish-speaking community to implement training program
- Assisted in the development of the curriculum/training module for implementation in local schools
- Designed and administered field tests on the curriculum and training materials

Assistant-Department of Communications (March 2003- March 2004)

- Coordinated research papers submitted & provided on-site support to coordinators at research conference
- Edited research conference proposals for grammar and conceptual clarity
- Procured missing documents for federal funding agency
- Independently handled a variety of issues and problems as they arose

Young Adult Specialist - HAVEN POE RUNAWAY CENTER, *Tampa, FL* 2000 to 2003

- Served as a positive role model for teens experiencing difficulties and resolved conflicts among clients
- Fulfilled the duties outlined by Dept. of Children's Services in the care and discipline of clients

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

- Tutored clients as necessary in math, reading, English, FCAT/SAT test preparation
- Served as a Spanish interpreter on an as needed basis

Team Leader - AMERICORPS/HILLSBOROUGH READS, *Tampa, FL* 1999 to 2000

EDUCATION

Bachelor of Arts Degree in Sociology, The University of Tampa (UT); conferred 2003

SKILLS

Excellent computer skills; Internet research; highly organized and professional; freelance proofreading; conversational Spanish

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

PATRICIA L. MURPHY

SUMMARY OF QUALIFICATIONS

- Significant experience with PC knowledge and skills; HMIS, Lexis-Nexis, Casemaker, Windows, NH LEADS, Excel and other various software programs;
- I have extremely strong interpersonal and organizational skills. I am excellent with people;
- Skilled and have a passion for deadline situations, I enjoy working in high volume environments, yet comfortable working both independently and as a member of an integral team.
- Excellent communication, research, and writing skills.
- Conscientious and thorough, with attention to detail.

RELEVANT EXPERIENCE

Bridge House- 260 Highland Street, Plymouth NH 03264
Case Advocate- November 1. 2016- through current
Nov 2015 to June 30 2016 ESG Administrator:
July 1, 2016 to present: Homeless Prevention/Rapid Rehousing Specialist.
"Getting Ahead in a Just Getting by World" co facilitator class with Marcia Morris.
Oct 2016 completely 40 hour Recovery Coach Training, Plymouth, NH.
Family Resource Center – 635 Main Street, Laconia NH 03246
Administrative assistant – May 1, 2010 –October 2015
Law Office of Gabriel Nizetic – 66 Highland Street, Plymouth NH 03264
Legal Assistant – June 2008 through March 2009
*(Laid off- Attorney Nizetic left the office to take a new position.)
Plymouth District Court – 26 Green Street, Plymouth NH 03264
Clerk II – January 2008 through June 2008
Plymouth Area Prosecutor's Office – 26 Green Street, Plymouth NH 03264
Administrative assistant - June 2004 through January 2008.
John J. McCormack, Law Office – Main Street, Ashland NH 03217
Paralegal- March 2003 through June 2004.
James N. Shepherd Law Offices- Main Street, Tilton NH 03276
Paralegal – January 1999 through March 2003

EDUCATION and TRAININGS

New Hampshire Technical College
Paralegal and Criminal Justice studies 1998-2002

- **Certified Paralegal.**

West Bridgewater High school, West Bridgewater, MA
Winnisquam Regional High school, Tilton, NH
Recovery Coach Academy Training-October 2016
Conference on Homelessness in NH-September 2016
Assisted in facilitating "Getting Ahead in a just getting by world"
Notarial training
Odyssey trainings
State government trainings

REFERENCES

Judge Edward M. Gordon –Franklin District Court	744-2139
Chief Christopher Warn-Campton PD	726-8874
Nicole Fortune-Fortune Law PLLC	998-4920
James N. Shepherd, Esq	286-3106

DocuSign Envelope ID: 0CF9497E-2F94-497F-9788-93D183E4174A

CONTRACTOR NAME
The Bridge House

Key Personnel

October 2022				
Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cathy Bentwood RN	Executive Director	$90,000	25%	$22,500
Holly Cormiea	Shelter Manager (32 Hrs)	$41,600	25%	$10,400
Mike Doyle	Overnight plus Sat 1PM to 11PM	$45,760	25%	$11,440
Nancy Russell	Evening Staff	$45,760	25%	$11,440
Kate Coupe	Case Manager (20Hrs)	$26,000	25%	$6,500
Denise Castonguay	Sunday (9 Hrs)	$13,606	50%	$6,803
Judy Tautenhan	BH assist &Vet Safety Net	$32,320	50%	$16,160
Tricia Murphy	Homeless Outreach & Prevention	$41,600	25%	$10,400
			TOTAL	**$92,643**

15 mac

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

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

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

April 6, 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 amend existing contracts with the vendors listed below in bold, for the continued provision of the State Grant in Aid (SGIA) Homeless Assistance program, by exercising contract renewal options by increasing the total price limitation by $5,665,716 from $6,882,604 to $12,548,320 and by extending the completion dates from June 30, 2021 to June 30, 2023 effective upon Governor and Council approval. 100% General Funds.

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

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Bridge House Shelters	**165288 - B001**	**Plymouth NH**	**$142,620**	**$122,348**	**$264,968**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**
Community Action Partnership of Strafford County	177200 - B004	Dover NH	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	$0	$0	$0	O: 06/19/19 (Item #40)
Concord Coalition to End Homelessness	**267140 - B001**	**Bow NH**	**$68,709**	**$117,236**	**$185,945**	**O: 06/19/19 (Item #40) A1: July 15, 2020 Item #20**
Cross Roads House	**166570 - B001**	**Portsmouth NH**	**766,784**	**$623,974**	**1,390,758**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**

Families In Transition, NH	**157730 - B001**	**Manchester NH**	**$1,658,284**	**$1,284,654**	**$2,942,938**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Friends Program	154987 - B001	Concord NH	$174,710	$0.00	$174,710	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Helping Hands Outreach Center	**174226 - R001**	**Manchester NH**	**$209,516**	**$195,756**	**$405,272**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Hundred Nights, Inc.	**TBD**	**Keene NH**	**$220,854**	**$214,110**	**$434,964**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Lakes Region Community Developers	**156571 - B001**	**Laconia NH**	**$88,761**	**$116,230**	**$204,991**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Marguerites Place	**157485 - B001**	**Nashua NH**	**$186,836**	**$140,700**	**$327,536**	**O: 06/19/19 (Item #40) Item #40 A1: 07/15/20 (Item #20)**
My Friend's Place	**156274 - B001**	**Dover NH**	**$177,231**	**$128,466**	**$305,697**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Nashua Soup Kitchen & Shelter, Inc.	**174173 - R001**	**Nashua NH**	**$284,806**	**$183,522**	**$468,328**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
New Generation	**177295 - B001**	**Greenland NH**	**$162,400**	**$134,682**	**$296,882**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
NH Coalition Against Domestic and Sexual Violence	**155510 - B001**	**Concord NH**	**$791,802**	**$887,024**	**$1,678,826**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**

Salvation Army Carey House, Laconia	**177627 - B001**	**Laconia NH**	**$200,062**	**$244,696**	**$444,758**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Salvation Army McKenna House, Concord, Eastern Territory	**177627 - B003**	**Concord NH**	**$312,915**	**$256,930**	**$569,845**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Seacoast Family Promise	**TBD**	**Exeter NH**	**$94,661**	**$85,644**	**$180,305**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Southern NH Services	177198 - B006	Manchester NH	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Southwestern Community Services	**177511 - R001**	**Keene NH**	**$527,563**	**$464,922**	**$992,485**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Front Door Agency	**156244 - B001**	**Nashua NH**	**$287,991**	**$269,166**	**$557,157**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Way Home, Inc.	**166673 - B001**	**Manchester NH**	**$140,656**	**$116,230**	**$256,886**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Tri-County CAP, Inc.	**177195 - B009**	**Berlin NH**	**$126,299**	**$79,526**	**$205,825**	**O: 07/10/19 Item #16 A1: 07/15/20 (Item #20)**
Waypoint	177166 - B002	Manchester NH	$252,556	$0.00	$252,556	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A1: 07/15/20 (Item #20)
		Total:	**$6,882,604**	**$5,665,716**	**$12,548,320**	

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue State Grant in Aid (SGIA) Homeless Assistance program .to ensure individuals and families experiencing housing instability receive the essential services and supports that include case management and emergency shelter services or case management services only.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will continue providing emergency shelter to individuals and families who are homeless. The Contractors will also continue providing case management services to individuals and families who are currently in shelters as well as individuals and families who are unsheltered in order to link them with housing services; other essential services; and provide ongoing case management. The case management services are personalized and based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services; assistance with applications for housing; assistance with applications for public assistance; referrals for healthcare, including mental health or substance use treatment; linkages to education, and employment supports.

The Contractors are monitored for performance through reports available from the Homeless Management Information System, which include information regarding:

- Length of time individuals remain homeless.
- The extent to which individuals who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

As referenced in Exhibits C-1 of the original contracts, 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 Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM
100% General Funds

Bridge House Shelters — Vendor # 1652; Vendor # 1652; Vendor # 165288 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$83,490	$0	$83,490	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$59,130	$0	$59,130	
2022	102/500732	Contracts for Program Services	TBD	$61,174	$0	$61,174	
2023	102/500733	Contracts for Program Services	TBD	$61,174	$0	$61,174	
		Sub Total		$264,968	$0	$264,968	

Community Action Partnership of Strafford County — Vendor # 177200 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$6,588	$0	$6,588	

Community Action Program, Belknap and Merrimack — Vendor # 177203 - B003

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Concord Coalition to End Homelessness — Vendor # 267140 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$10,091	$0	$10,091	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2022	102/500732	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2023	102/500733	Contracts for Program Services	TBD	$58,618	$0	$58,618	
		Sub Total		$185,945	$0	$185,945	

Cross Roads House — Vendor # 166570 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$465,221	$0	$465,221	O: 06/19/19 (Item #40) A1: 07/15/20,
2021	102/500731	Contracts for Program Services	TBD	$301,563	$0	$301,563	
2022	102/500732	Contracts for Program Services	TBD	$311,987	$0	$311,987	

2023	102/500733	Contracts for Program Services	TBD	$311,987	$0	$311,987	(Item #20) A2: 05/19/21 (Tabled Item #15)
		Sub Total		$1,390,758	$0	$1,390,758	

FITNHNH, Inc. Vendor # 157730 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$1,037,418	$0	$1,037,418	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$620,866	$0	$620,866	
2022	102/500732	Contracts for Program Services	TBD	$642,327	$0	$642,327	
2023	102/500733	Contracts for Program Services	TBD	$642,327	$0	$642,327	
		Sub Total		$2,942,938	$0	$2,942,938	

Friends Program Vendor # 154987 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$88,971	$0	$88,971	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$88,702	$88,702	
2023	102/500733	Contracts for Program Services	TBD	$0	$88,702	$88,702	
		Sub Total		$174,710	$177,404	$352,114	

Helping Hands Outreach Center

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$114,908	$0	$114,908	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$94,608	$0	$94,608	
2022	102/500732	Contracts for Program Services	TBD	$97,878	$0	$97,878	
2023	102/500733	Contracts for Program Services	TBD	$97,878	$0	$97,878	
		Sub Total		$405,272	$0	$405,272	

Hundred Nights, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$117,376	$0	$117,376	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$103,478	$0	$103,478	
2022	102/500732	Contracts for Program Services	TBD	$107,055	$0	$107,055	
2023	102/500733	Contracts for Program Services	TBD	$107,055	$0	$107,055	
		Sub Total		$434,964	$0	$434,964	

Lakes Region Community Developers

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$32,587	$0	$32,587	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	

		Sub Total		$204,991	$0	$204,991	A2: 05/19/21 (Tabled Item #15)

Marquerites Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$118,536	$0	$118,536	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$68,300	$0	$68,300	
2022	102/500732	Contracts for Program Services	TBD	$70,350	$0	$70,350	
2023	102/500733	Contracts for Program Services	TBD	$70,350	$0	$70,350	
		Sub Total		$327,536	$0	$327,536	

My Friend's Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$115,144	$0	$115,144	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$62,087	$0	$62,087	
2022	102/500732	Contracts for Program Services	TBD	$64,233	$0	$64,233	
2023	102/500733	Contracts for Program Services	TBD	$64,233	$0	$64,233	
		Sub Total		$305,697	$0	$305,697	

Nashua Soup Kitchen & Shelter, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$196,111	$0	$196,111	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$88,695	$0	$88,695	
2022	102/500732	Contracts for Program Services	TBD	$91,761	$0	$91,761	
2023	102/500733	Contracts for Program Services	TBD	$91,761	$0	$91,761	
		Sub Total		$468,328	$0	$468,328	

New Generation

Vendor # 177295 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$97,357	$0	$97,357	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$65,043	$0	$65,043	
2022	102/500732	Contracts for Program Services	TBD	$67,291	$0	$67,291	
2023	102/500733	Contracts for Program Services	TBD	$67,291	$0	$67,291	
		Sub Total		$296,982	$0	$296,982	

NH Coalition Against Domestic and Sexual Violence

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$363,109	$0	$363,109	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$428,693	$0	$428,693	
2022	102/500732	Contracts for Program Services	TBD	$443,512	$0	$443,512	
2023	102/500733	Contracts for Program Services	TBD	$443,512	$0	$443,512	
		Sub Total		$1,678,826	$0	$1,678,826	

Salvation Army Carey House, Laconia

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$81,802	$0	$81,802	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$118,260	$0	$118,260	
2022	102/500732	Contracts for Program Services	TBD	$122,348	$0	$122,348	
2023	102/500733	Contracts for Program Services	TBD	$122,348	$0	$122,348	
		Sub Total		$444,758	$0	$444,758	

Salvation Army McKenna House, Concord, Eastern Territory

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$188,742	$0	$188,742	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$124,173	$0	$124,173	
2022	102/500732	Contracts for Program Services	TBD	$128,465	$0	$128,465	
2023	102/500733	Contracts for Program Services	TBD	$128,465	$0	$128,465	
		Sub Total		$569,845	$0	$569,845	

Seacoast Family Promise

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$53,270	$0	$53,270	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21
2021	102/500731	Contracts for Program Services	TBD	$41,391	$0	$41,391	
2022	102/500732	Contracts for Program Services	TBD	$42,822	$0	$42,822	
2023	102/500733	Contracts for Program Services	TBD	$42,822	$0	$42,822	
		Sub Total		$180,305	$0	$180,305	

Southern NH Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Southwestern Community Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$302,869	$0	$302,869	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$224,694	$0	$224,694	
2022	102/500732	Contracts for Program Services	TBD	$232,461	$0	$232,461	
2023	102/500733	Contracts for Program Services	TBD	$232,461	$0	$232,461	
		Sub Total		$992,485	$0	$992,485	

The Front Door Agency

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$157,905	$0	$157,905	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$130,086	$0	$130,086	
2022	102/500732	Contracts for Program Services	TBD	$134,583	$0	$134,583	
2023	102/500733	Contracts for Program Services	TBD	$134,583	$0	$134,583	
		Sub Total		$557,157	$0	$557,157	

The Way Home, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$84,482	$0	$84,482	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	
		Sub Total		$256,886	$0	$256,886	

Tri-County CAP, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$87,864	$0	$87,864	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$38,435	$0	$38,435	
2022	102/500732	Contracts for Program Services	TBD	$39,763	$0	$39,763	
2023	102/500733	Contracts for Program Services	TBD	$39,763	$0	$39,763	
		Sub Total		$205,825	$0	$205,825	

Waypoint

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$166,817	$0	$166,817	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A2: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$252,556	$0	$252,556	

Overall Total	$12,548,320	$177,404	$12,725,724	

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

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Bridge House, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended and extended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and 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 1.7, Completion Date, to read:

   June 30, 2023

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

   $264,968

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, to read:

   2. Scope of Services

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide that include but are not limited to:

   2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

   2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment on a short-term emergency or transitional basis, as described in RSA 126-A:26.

   2.1.3. Operating a facility in accordance with Exhibit C, Section 15, Operation of Facilities: Compliance with Laws and Regulations that includes, but is not limited to:

   2.1.3.1. Building maintenance and repair.

   2.1.3.2. Security systems.

   2.1.3.3. Heating and possible cooling equipment.

   2.1.3.4. Property and business insurance.

   2.1.3.5. Utilities and furnishings.

   2.1.3.6. Amenities, including bathrooms.

   2.2. The Contractor shall assist individuals and families who are homeless with accessing and applying for services that lead to permanent housing by providing Case

Management Services that include, but are not limited to:

2.2.1. Assessing individual and family needs for well-being and obtaining housing.

2.2.2. Developing individualized plans with the types of services and assistance programs to meet individual and family and needs.

2.2.3. Assisting individuals and families with accessing emergency shelter.

2.2.4. Assisting individuals and families with applying for and accessing permanent housing.

2.2.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.2.6. Assisting individuals and families with accessing community providers and supports, that may include, but are not limited to, mental health services, substance use treatment, medical care, employment services, veterans benefits, financial and food assistance, and education supports.

2.3. The Contractor shall comply with program requirements that include, but are not limited to:

2.3.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include:

2.3.1.1. Housing First Approach;

2.3.1.2. Safe and appropriate diversion;

2.3.1.3. Immediate and low-barrier access;

2.3.1.4. Housing-focused, rapid exit services; and

2.3.1.5. Data to measure performance.

2.3.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted op January 23, 2018, that is herein incorporated by reference and as amended.

2.3.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions, which may include but are not limited to mental health services; medication stability; sexual orientation; vulnerability to illness; vulnerability to victimization; vulnerability to physical assault; racial equality; marital status; or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.3.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restricted by law. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.3.5. Agreeing to on-site monitoring, on an annual basis, to review compliance,

progress, and performance, which includes, but is not limited to:

2.3.5.1. Reviewing policies and procedures for services provided.

2.3.5.2. Reviewing financial analyses.

2.3.5.3. Reviewing for compliance with safety and hazard requirements.

2.3.5.4. Reviewing Data and HMIS entry standards.

2.3.6. Complying with New Hampshire Administrative Rules He-M 314, Rights of Persons Using Emergency Shelters and ensuring individuals understand their rights. http://www.gencourt.state.nh.us/rules/state_agencies/he-m300.html

2.4. The Contractor shall complete a SGIA Program Project Program Monitoring Workbook per Department request.

2.5. The Contractor shall participate in training on contractual compliance and technical assistance, as required by the Department.

4. Modify Exhibit B, Method and Conditions Precedent to Payment Section 3 by adding Subsection 3.6 to read:

3.6. The Contractor shall provide backup documentation for all reimbursement requests.

DS
CB
3/31/2021

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

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

State of New Hampshire
Department of Health and Human Services

3/31/2021
Date

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

The Bridge House, Inc.

3/31/2021
Date

DocuSigned by:
Catherine Bentwood
Name: Catherine Bentwood
Title: Bridge House ED

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

OFFICE OF THE ATTORNEY GENERAL

4/6/2021
Date

DocuSigned by:
Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

20 mac

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

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

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

June 29, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend existing **Retroactive** agreements with the vendors listed below to provide the State Grant in Aid (SGIA) Homeless Assistance program, by modifying the agreements to have individual price limitations instead of a shared price limitation for vendors listed in the table below and terminating two agreements with vendors as indicated in the table below, and decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604, with no change to the contract completion dates of June 30, 2021, effective retroactive to July 1, 2020 upon Governor and Council approval. 100% General Funds.

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

Vendor Name	Vendor Code	Area Served	Current Amount	Revised Amount	G&C Approval
Bridge House Shelters	165288 - B001	Plymouth NH	Shared	$142,620	June 19,2019 Item #40
Community Action Partnership of Strafford County	177200 - B004	Dover NH	Shared	$6,588	June 19,2019 Item #40
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	Shared	$0	O:
Concord Coalition to End Homelessness	267140 - B001	Bow NH	Shared	$68,709	June 19,2019 Item #40
Cross Roads House	166570 - B001	Portsmouth NH	Shared	$766,784	June 19,2019 Item #40
Families in Transition, NH	157730 - B001	Manchester NH	Shared	$1,658,284	June 19,2019 Item #40
Friends Program	154987 - B001	Concord NH	Shared	$174,710	June 19,2019 Item #40
Helping Hands Outreach Center	174226 - R001	Manchester NH	Shared	$209,516	June 19,2019 Item #40
Hundred Nights, Inc	TBD	Keene NH	Shared	$220,854	June 19,2019 Item #40

Lakes Region Community Developers	156571 - B001	Laconia NH	Shared	$88,761	June 19,2019 Item #40
Marquerites Place	157465 - B001	Nashua NH	Shared	$186,836	June 19,2019 Item #40
My Friend's Place	156274 - B001	Dover NH	Shared	$177,231	June 19,2019 Item #40
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	Nashua NH	Shared	$284,806	June 19,2019 Item #40
New Generation	177295 - B001	Greenland NH	Shared	$162,400	June 19,2019 Item #40
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	Shared	$791,802	June 19,2019 Item #40
Salvation Army Carey House, Laconia	177627 - B001	Laconia NH	Shared	$200,062	June 19,2019 Item #40
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	Concord NH	Shared	$312,915	June 19,2019 Item #40
Seacoast Family Promise	TBD	Exeter NH	Shared	$94,661	June 19,2019 Item #40
Southern NH Services	177198 - B006	Manchester NH	Shared	$0	June 19,2019 Item #40
Southwestern Community Services	177511 - R001	Keene NH 03431	Shared	$527,563	June 19,2019 Item #40
The Front Door Agency	156244 - B001	Nashua NH 03064	Shared	$287,991	June 19,2019 Item #40
The Way Home, Inc	166673 - B001	Manchester NH	Shared	$140,656	June 19,2019 Item #40
Tri-County CAP, Inc	177195 - B009	Berlin NH	Shared	$126,299	July 10, 2019 Item #16
Waypoint	177166 - B002	Manchester NH	Shared	$252,556	June 19,2019 Item #40 A01: August 28, 2019 Item #20B
		Total	**$7,300,000 (Shared)**	**$6,882,604**	

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

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because Department's business operations were disrupted by COVID-19 which led to delays in the contract amendment review and approval process.

The purpose of this request is to modify the agreements to have individual price limitations instead of a shared price limitation and to terminate agreements with two (2) Contractors, decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604. The individual price limitations will allow each vendor to more accurately budget and allocate funding to meet the specific needs of the clients within the community.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Department will monitor the contracted services by requiring the Contractors to submit reports in the HMIS system that include the following:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the State Grant in Aid Homeless Assistance Program

This 1st Amendment to the State Grant in Aid Homeless Assistance Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Bridge House Inc., (hereinafter referred to as ("the Contractor"), a nonprofit, with a place of business at 260 Highland Street, Plymouth, NH 03264.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #40), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, 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, modify the price limitation and modify the scope of services to support continued delivery of these services; and

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

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

   $142,620.

2. Modify P-37, General Provisions, Block 1.3 to read:

   The Bridge House, Inc.

3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1. to read:

   3.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide, including but not limited to:

4. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1.4. to read:

   2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

2. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 1, in its entirety.
3. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.1, in its entirety.
4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.2, to read:

   2.2. The Department will reimburse the Contractor based on the total emergency shelter beds in a program as reported to the Department of Housing and Urban Development. The rate includes all services provided in this Contract on behalf of the individual per day.

3. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, Subsection 3.1,

to read:

3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the fiftieth (15th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.

New Hampshire Department of Health and Human Services
State Grant In Aid Homeless Assistance Program

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

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

State of New Hampshire
Department of Health and Human Services

6/29/2020
Date

Name: Christine Tappan
Title: Associate Commissioner

The Bridge House Inc.

June 29, 2020
Date

Name:
Title:

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

OFFICE OF THE ATTORNEY GENERAL

06/29/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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:

JUN07'19 PM 1:49 DAS

40 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

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

June 7, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into agreements with the vendors listed below in an amount not to exceed $7,000,000, to provide the State Grant in Aid (SGIA) Homeless Assistance program, effective July 1, 2019, through June 30, 2021, upon Governor and the Executive Council approval. 100% General Funds:

Vendor Name	Vendor Number	Location
Bridge House Shelters	165288 - B001	260 Highland Street Plymouth NH 03264
Community Action Partnership of Strafford County	177200 - B004	577 Central Ave Ste 10 Dover NH 03820
Community Action Program, Belknap and Merrimack	177203 - B003	2 Industrial Park Drive Concord NH 03302
Concord Coalition to End Homelessness	267140 - B001	22 Stack Drive Bow NH 03304
Cross Roads House	166570 - B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition, NH	157730 - B001	122 Market Street Manchester NH 03101
Friends Program	154987 - B001	202 N State Street Concord NH 03301
Helping Hands Outreach Center	174226 - R001	50 Lowell Street Manchester NH 03101
Hundred Nights, Inc	TBD	17 Lamson Street Keene NH 03431
Lakes Region Community Developers	156571 - B001	658 Union Ave Laconia NH 03246
Marquerites Place	157465 - B001	87 Palm Street Nashua NH 03060
My Friend's Place	156274 - B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	2 Quincy Street Nashua NH 03061
New Generation	177295 - B001	9 Tide Mill Road Greenland NH 03840
NH Coalition Against Domestic and Sexual Violence	155510 - B001	One Hundred North Main Street Concord NH 03301

Salvation Army Carey House, Laconia	177627 - B001	177 Union Ave Laconia NH 03246
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	58 Clinton Street Concord NH 03301
Seacoast Family Promise	TBD	27 Hampton Road Exeter NH 03833
Southern NH Services	177198 - B006	40 Pine Street Manchester NH 03108
Southwestern Community Services	177511 - R001	63 Community Way Keene NH 03431
The Front Door Agency	156244 - B001	7 Concord Street, Nashua NH 03064
The Way Home, Inc	166673 - B001	214 Spruce Street Manchester NH 03103
Waypoint	177166 - B002	464 Chestnut Street Manchester NH 03105
		Total: $7,000,000

Funds are available in the following account(s), and are anticipated to be available in State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office. During each State Fiscal Year of the contract, there is a shared price limitation among the vendors of $3,500,000. Consequently, there is no guaranteed minimum or maximum amount of client or service volume.

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	TBD	$3,500,000
2021	102-500731	Contracts for Prog Svc	TBD	$3,500,000
			Total	**$7,000,000**

EXPLANATION

The purpose of this request is to administer the State Grant in Aid (SGIA) Homeless Assistance program. The Contractors listed above shall be required to either: provide emergency shelter services and case management services or case management services only. The Department will reimburse the Contractor at a rate of $11.00 for services provided to each individual per day.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Contractors shall be monitored for performance through reports available from the HMIS system as follows:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

The vendors listed above were selected for this project through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' web site from March 28, 2019 through April 25, 2019. The Department received twenty six (26) eligible applications, with one vendor withdrawing after submission. The applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the applications. The Bid Summary is attached.

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

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

State Grant-In-Aid Homeless Assistance Program
RFA Name

RFA-2020-DEHS-01-STATE
RFA Number

Reviewer Names

1.
2.
3.
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Bridge House Shelter		100	90
2. New Generation, Inc.		100	100
3. Marguerite's Place		100	100
4. Southwestern Community Services		100	100
5. Cross Roads House		100	100
6. Community Action Program		100	95
7. Waypoint		100	100
8. Seacoast Family Promise		100	95
9. Nashua Soup Kitchen & Shelter, Inc.		100	100
10. NH Coalition Against Domestic & Sexual Violence		100	100
11. The Salvation Army-Carey House		100	100
12 The Salvation Army-McKenna House		100	100

13	New Hampshire Legal Assistance		100	100
14	Helping Hands Outreach Center		100	100
15	Southern New Hampshire Services		100	100
16	Headrest, Inc.		100	0
17	Tri-County Community Action Program, Inc.		100	100
18	Lakes Region Community Developers		100	100
19	My Friend's Place, Emergency Shelter Program		100	100
20	Families in Transition/New Hampshire		100	100
21	Community Action Partnership of Strafford County		100	100
22	Friends Program		100	100
23	Concord Coalition To End Homelessness		100	70
24	The Front Door Agency-Transformational Housing Program		100	100
25	Hundred Nights		100	100
26	The Way Home, Inc.		100	100
28.	0		100	0
29.	0		100	0
30.	0		100	0
31.	0		100	0

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

Subject: State Grant in Aid Homeless Assistance Program (RFA-2020-DEHS-01-STATE-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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Bridge House		1.4 Contractor Address 260 Highland Street Plymouth NH 03264	
1.5 Contractor Phone Number 603-536-7631	1.6 Account Number 05-95-42-423010-7927-102-500731	1.7 Completion Date 6/30/21	1.8 Price Limitation 7,000,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Catherine Bentwood		1.12 Name and Title of Contractor Signatory Catherine Bentwood E.D. Bridge House	

1.13 Acknowledgement: State of , County of

On , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Holly J Cormiea

[Seal]

HOLLY J. CORMIEA
Notary Public - New Hampshire
My Commission Expires December 5, 2023

1.13.2 Name and Title of Notary or Justice of the Peace

Holly J Cormiea Facility Manager Bridge House

1.14 State Agency Signature Date: 5/31/19	1.15 Name and Title of State Agency Signatory Christine Santaniello, Director, DEHS
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 6/3/2019
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials CB
Date 5-21-19

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials
Date 5-21-19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials CB
Date 5-29-19

Scope of Services

1. Provisions Applicable to All Services

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

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.

2. Scope of Services

2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless or at risk of becoming homeless statewide. Including but not limited to:

2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in RSA 126-A:26.

2.1.3. Operating a facility in accordance with Exhibit C-1 Operation of Facilities: Compliance with Laws and Regulations that includes at a minimum:

2.1.3.1. Building maintenance and repair.

2.1.3.2. Security systems.

2.1.3.3. Heating and possible cooling equipment.

2.1.3.4. Property and business insurance.

2.1.3.5. Utilities and furnishings.

2.1.3.6. Amenities such as bathrooms.

2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless or at-risk of becoming homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

2.1.4.1. Assessing individuals and families' needs for well-being and obtaining housing, and developing an individualized plan to meet those needs.

2.1.4.2. Developing an individualized plan with the types of services and assistance programs to meet their needs.

2.1.4.3. Assisting individuals and families with accessing emergency shelter.

2.1.4.4. Assisting individuals and families with applying for and accessing permanent housing.

2.1.4.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.1.4.6. Assisting individuals and families with accessing community providers and supports, for, including but not limited to, mental health services, substance use treatment, medical care, employment, veterans benefit, financial and food assistance, and education supports.

2.1.5. The Contractor shall comply with the program requirements, which include but are not limited to:

2.1.5.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include but are not limited to:

2.1.5.1.1. Housing First Approach

2.1.5.1.2. Safe and appropriate diversion

2.1.5.1.3. Immediate and low-barrier access

2.1.5.1.4. Housing-focused, rapid exit services

2.1.5.1.5. Data to measure performance

2.1.5.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted on January 23, 2018, that is herein incorporated by reference and as amended.

2.1.5.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions such as but not limited to mental health services, medication stability, sexual orientation, vulnerability to illness, vulnerability to victimization, vulnerability to physical assault, racial equality, marital status or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.1.5.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restrictive by law such as for domestic violence. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.1.5.5. Agreeing to on-site monitoring, on an annual basis, to review compliance, progress, and performance, which includes, but is not limited to:

2.1.5.5.1. Reviewing policies and procedures for services provided.

2.1.5.5.2. Reviewing financial analyses.

2.1.5.5.3. Reviewing for compliance with safety and hazard requirements.

2.1.5.5.4. Reviewing Data and HMIS entry standards.

2.1.5.6. Complying with New Hampshire Administrative Rules He-M 314 Rights of Persons Using Emergency Shelters. http://www.gencourt.state.nh.us/rules/state_agencies/he-m300.html and ensuring that individuals understand their rights

3. Reporting

3.1. The Contractor shall submit monthly reports to the Department, with the corresponding monthly invoice for payment that includes the aggregate number of individuals served, in accordance with Section 2.1.5.4 above, no later than the 10th day of the following month.

3.2. The Contractor shall submit an annual report to the Department, with the aggregate number of individuals served in accordance with Section 2.1.2.4, beginning September 30, 2020 and each year thereafter.

4. Performance Measures

4.1. The Contractor's performance shall be measured to ensure that the data is entered into HMIS in accordance with Section 2.1.5.4, above, and clients are receiving the assistance needed to meet their goals.

4.2. The Contractor shall be monitored for performance through reports available from the HMIS system that include but are not limited to:

4.2.1. Length of time persons remain homeless

4.2.2. The extent to which persons who exit homelessness to permanent housing destinations return to homelessness

4.2.3. Successful exit to permanent housing destinations

Exhibit B

Method and Conditions Precedent to Payment

1. Price Limitation: This agreement is one of multiple agreements that will serve the State Grant in Aid to Homeless program. ***No maximum or minimum client and service volume is guaranteed.*** Accordingly, the price limitation among all agreements is identified in Block 1.8 of the P-37 for the duration of the agreement.
2. The funding source for this agreement for State Grant in Aid (SGIA) Homeless Assistance program are 100% General Funds
   - 2.1. Funds for SGIA Homeless Assistance program across all vendors, statewide, are anticipated to be $7,000,000 and available in the following amounts:
     - 2.1.1. $3,500,000 for State Fiscal Year 2020.
     - 2.1.2. $3,500,000 for State Fiscal Year 2021.
3. Payments shall be made as follows:
   - 3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
   - 3.2. In lieu of hard copies submitted to the address listed in Section 5.4. Exhibit B., all invoices may be assigned an electronic signature and emailed to: housingsupportsinvoices@dhhs.nh.gov
   - 3.3. The Contractor shall keep detailed records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses. The Contractor shall return completed invoices, as provided by the Department, no later than thirty (30) days from the date services are provided.
   - 3.4. The Contractor shall submit completed invoices to:

     State Grant in Aid to Homeless Program
     Bureau of Housing Supports
     Department of Health and Human Services
     Division of Economic and Housing Stability
     129 Pleasant Street
     Concord, NH 03301
     Phone: 603-271-9196
   - 3.5. The State 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.

4. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

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

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

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

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

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in48 CFR 2.101 (currently, $150,000)

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

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

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

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

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

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

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

Contractor Initials CB
Date 5-29-19

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

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

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

   4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

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

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

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

2. **Renewal**

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

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

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

Vendor Name: Bridge House

May 21, 2019
Date

Christine Brintwood RN
Name:
Title: Executive Director

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: Bridge House

5-29-19
Date

Name: Victoria Bamford
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

Vendor Initials CB
Date 5.29.19

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Vendor Name: Bridge House

May 29, 2014
Date

Name: Catherine Eastwood
Title: Executive Director

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor Name: Bridge House

May 29, 2019
Date

Name: Catherine Cardenal
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name:

May 29, 2019
Date

Name: Catherine Beiswood
Title: Executive Director
Bridge House

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

Department of Health and Human Services	[signature]
The State	Name of the Vendor
[signature]	[signature]
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	
Name of Authorized Representative	Name of Authorized Representative
Director, DCHTS	
Title of Authorized Representative	Title of Authorized Representative
5/31/19	5-29-19
Date	Date

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

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

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

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

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

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

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

Vendor Name: Bridges Haven

May 29, 2019
Date

Catherine Bostwick
Name:
Title: Executive Director

FORM A

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

1. The DUNS number for your entity is: 626410323

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Cross Roads House Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), as amended on May 19, 2021, (Tabled Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

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

   $1,906,194

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

   Robert W. Moore, Director.

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

11/2/2022
Date

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

Cross Roads House Inc.

11/2/2022
Date

DocuSigned by:
Will Arvelo
Name: Will Arvelo
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

11/3/2022
Date

DocuSigned by:
Robyn Guarino
74873494A011460...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CROSS ROADS HOUSE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 24, 1982. 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: **62166**

Certificate Number: **0005783311**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of May A.D. 2022.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

CERTIFICATE OF AUTHORITY

I, Vanda J. Moore, hereby certify that:

1. I am a duly elected Secretary/Officer of Cross Roads House, Inc.

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 December 30, 2021, at which a quorum of the Directors were present and voting.

VOTED: That Will Arvelo, Executive Director

is duly authorized on behalf of Cross Roads House, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 10.31.2022

Vanda Moore

Signature of Elected Officer
Name: Vanda J. Moore
Title: Secretary

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/27/2022

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	CONTACT NAME: Melisa Meeks	
RSC Insurance Brokerage, Inc. One New Hampshire Avenue Suite 125 Portsmouth NH 03801	PHONE (A/C, No, Ext): (603) 778-8985	FAX (A/C, No):
	E-MAIL ADDRESS: mmeeks@risk-strategies.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED Cross Roads House, Inc. 600 Lafayette Rd Portsmouth NH 03801	INSURER B : Markel Insurance Company	38970
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2231763028 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2368167	01/10/2022	01/10/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
							Damage to Premises	$ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			PHUB799718	01/10/2022	01/10/2023	EACH OCCURRENCE	$ 6,000,000
							AGGREGATE	$ 6,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SATIS0482200	01/10/2022	01/10/2023	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

The Certificate Holder is named as Additional Insured as per written contract.

CERTIFICATE HOLDER

State of NH Department of Heath & Human Services
129 Pleasant St
Concord NH 03301-3857

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

RSC Insurance Brokerage Inc.

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

CROSS ROADS HOUSE, INC.

Mission Statement

At Cross Roads House:

We protect men, women and children of the Greater Seacoast area experiencing homelessness from exposure and hunger.

We provide secure, transitional shelter for those seeking to break the cycle of homelessness.

We support individuals and families by providing them with the opportunity to move with dignity and purpose to stable and decent housing.

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

CROSS ROADS HOUSE, INC.

FINANCIAL STATEMENTS

Year Ended June 30, 2021
with Summarized Financial Information
for the Year Ended June 30, 2020

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

TABLE OF CONTENTS

	Page Number
INDEPENDENT AUDITOR'S REPORT	1
FINANCIAL STATEMENTS	
Statement of Financial Position	3
Statement of Activities	5
Statement of Functional Expenses	6
Statements of Cash Flows	7
Notes to Financial Statements	9
OTHER INFORMATION	
Schedule of Expenditures of Federal Awards	16
INDEPENDENT AUDITOR'S 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	17
INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE	19
SCHEDULE OF FINDINGS AND QUESTIONED COSTS	21

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

Sanders & Karcher
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Cross Roads House, Inc.
Portsmouth, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of Cross Roads House, Inc. (a nonprofit organization) as of June 30, 2021, which comprise the statement of financial position and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Cross Roads House, Inc. as of June 30, 2021, and the changes in its net assets and its' cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

Report on Summarized Comparative Information

We have previously audited Cross Roads House, Inc.'s financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated September 16, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 27, 2021, on our consideration of Cross Roads House, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Cross Roads House, Inc.'s internal control over financial reporting on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering whether Cross Roads House, Inc.'s internal control over financial reporting and compliance.

Sanders & Karcher

Sanders & Karcher
Portsmouth, New Hampshire
September 27, 2021

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

CROSS ROADS HOUSE, INC.
STATEMENT OF FINANCIAL POSITION
June 30,

	2021			2020
	Without Donor Restrictions	With Donor Restriction	Total	Total
ASSETS				
CURRENT ASSETS				
Cash	$ 1,193,855	$ -	$ 1,193,855	$ 1,149,170
Accounts receivable	4,908	-	4,908	17,796
Grants receivable	-	74,512	74,512	133,308
Unconditional promises to give	25,895	4,441	30,336	36,703
Prepaid expenses	34,262	-	34,262	38,282
Total current assets	1,258,920	78,953	1,337,873	1,375,259
PROPERTY & EQUIPMENT, net of accumulated depreciation of $2,058,412 & $1,872,280, respectively	4,962,653	-	4,962,653	4,657,579
OTHER ASSETS				
Closing costs, net of accumulated amortization of $1,989 & $1,826, respectively	2,610	-	2,610	2,773
Cash and marketable securities, long-term reserve	2,192,431	-	2,192,431	1,153,509
Beneficial interest in assets held by others	-	162,833	162,833	126,131
Total other assets	2,195,041	162,833	2,357,874	1,282,413
TOTAL ASSETS	$ 8,416,614	$ 241,786	$ 8,658,400	$ 7,315,251

The accompanying notes are an integral part of these financial statements.

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

CROSS ROADS HOUSE, INC.
STATEMENT OF FINANCIAL POSITION (CONTINUED)
June 30,

	2021			2020
	Without Donor Restrictions	With Donor Restriction	Total	Total
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	$ 101,855	$ -	$ 101,855	$ 27,118
Deferred income	-	-	-	180,000
Long-term debt, current portion	22,667	-	22,667	21,497
Security deposits-Greenleaf Apartments	5,816	-	5,816	6,576
Accrued payroll items	84,605	-	84,605	72,401
Accrued expenses	11,650	-	11,650	13,650
Total current liabilities	226,593	-	226,593	321,242
LONG-TERM DEBT, net of current portion	535,541	-	535,541	557,713
Total liabilities	762,134	-	762,134	878,955
NET ASSETS				
Without donor restrictions				
Board Designated	2,192,431	-	2,192,431	1,153,509
Undesignated	5,462,049	-	5,462,049	5,023,348
With donor restrictions	-	241,786	241,786	259,439
Total net assets	7,654,480	241,786	7,896,266	6,436,296
TOTAL LIABILITIES AND NET ASSETS	$ 8,416,614	$ 241,786	$ 8,658,400	$ 7,315,251

The accompanying notes are an integral part of these financial statements.

CROSS ROADS HOUSE, INC.
STATEMENT OF ACTIVITIES
Year ended June 30,

	2021			2020
	Without Donor Restrictions	With Donor Restrictions	Total	Total
PUBLIC SUPPORT AND REVENUES:				
PUBLIC SUPPORT				
Government grants	$ -	$ 1,739,067	$ 1,739,067	$ 1,074,789
Town Warrants	-	110,070	110,070	-
Donations	1,387,469	-	1,387,469	1,296,266
Rental income	110,106	-	110,106	117,965
Fundraising, net of direct expenses of $13,065 and $4,615, respectively	481,621	-	481,621	276,979
Total public support	1,979,196	1,849,137	3,828,333	2,765,999
REVENUES				
Investment return	385,295	-	385,295	14,075
Total public support and revenues	2,364,491	1,849,137	4,213,628	2,780,074
NET ASSETS RELEASED FROM RESTRICTIONS				
Satisfaction of usage restrictions	1,856,574	(1,856,574)	-	-
Satisfaction of time restrictions	10,216	(10,216)	-	-
Total net assets released from restrictions	1,866,790	(1,866,790)	-	-
Total public support, revenues and net assets released from restrictions	4,231,281	(17,653)	4,213,628	2,780,074
EXPENSES				
Program services	2,094,473	-	2,094,473	1,688,432
General and administrative	426,739	-	426,739	343,549
Fundraising	232,446	-	232,446	152,740
Total expenses	2,753,658	-	2,753,658	2,184,721
CHANGE IN NET ASSETS	1,477,623	(17,653)	1,459,970	595,353
NET ASSETS, Beginning of year	6,176,857	259,439	6,436,296	5,840,943
NET ASSETS, End of year	$ 7,654,480	$ 241,786	$ 7,896,266	$ 6,436,296

The accompanying notes are an integral part of these financial statements.

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

CROSS ROADS HOUSE, INC.
STATEMENT OF FUNCTIONAL EXPENSES
Year Ended June 30,

	2021				2020
	Program Services	General and Admin	Fund-Raising	Total	Total
Management salaries	$ 101,501	$ 158,552	$ 61,988	$ 322,041	$ 338,020
Salaries and wages	670,347	20,350	46,690	737,387	679,841
Employee benefits	92,723	21,492	13,056	127,271	140,069
Payroll taxes	73,097	16,943	10,292	100,332	77,138
Professional fees	3,830	12,075	-	15,905	17,025
Bad debt	12,561	2	1,094	13,657	14,749
Investment fees	-	459	-	459	905
Office and administration	9,728	60,984	7,523	78,235	60,618
Heat	14,730	2,629	1,597	18,956	18,505
Electricity	29,395	5,539	3,365	38,299	40,034
Water and sewer	19,334	3,087	1,875	24,296	30,862
Repairs and maintenance	109,601	20,654	12,547	142,802	91,772
Interest	22,425	5,198	3,157	30,780	32,021
Insurance	64,907	15,044	9,139	89,090	40,728
Food	17,438	-	-	17,438	30,347
Direct services	297,233	-	-	297,233	242,261
Telephone	19,849	3,246	1,972	25,067	13,727
Covid expenses	396,065	44,665	17,454	458,184	131,026
Volunteer & board development	-	3,461	21,138	24,599	7,319
Depreciation and amortization	135,607	31,594	19,094	186,295	171,382
Staff & program development	4,102	765	465	5,332	6,372
TOTALS	$ 2,094,473	$ 426,739	$ 232,446	$ 2,753,658	$ 2,184,721

The accompanying notes are an integral part of these financial statements.

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

CROSS ROADS HOUSE, INC.
STATEMENTS OF CASH FLOWS
Years Ended June 30,

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from public support	$ 3,726,384	$ 3,027,767
Cash received from investment return	32,203	32,904
Cash paid to employees and suppliers	(2,448,382)	(1,918,903)
Cash paid for interest	(30,780)	(32,021)
Net cash provided by operating activities	1,279,425	1,109,747
CASH FLOWS FROM INVESTING ACTIVITIES		
Net unrealized investment gain (loss)	316,390	(12,509)
Cash received from operating reserve	-	126,560
Cash paid for long-term reserve	(1,038,922)	(316,352)
Cash paid for property and equipment	(491,206)	(57,276)
Net cash used by investing activities	(1,213,738)	(259,577)
CASH FLOWS FROM FINANCING ACTIVITIES		
Cash paid for debt reduction	(21,002)	(22,023)
Net increase in cash	44,685	828,147
Cash at beginning of year	1,149,170	321,023
CASH AT END OF YEAR	$ 1,193,855	$ 1,149,170

The accompanying notes are an integral part of these financial statements.

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

CROSS ROADS HOUSE, INC.
STATEMENTS OF CASH FLOWS (CONTINUED)
Years Ended June 30,

	2021	2020
RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Increase in net assets	$ 1,459,970	$ 595,353
Adjustments to reconcile change in net assets to net cash from operating activities:		
Net unrealized investment (gain) loss	(316,390)	12,509
Depreciation expense	186,133	171,220
Amortization expense	162	162
(Increase) decrease in:		
Accounts receivable	12,888	(12,808)
Grants receivable	58,796	986
Unconditional promises to give	6,367	98,975
Prepaid expenses	4,020	59,652
Beneficial interest in assets held by others	(36,702)	6,320
Increase (decrease) in:		
Accounts payable	74,737	(11,154)
Security deposits-Greenleaf Apartments	(760)	(152)
Deferred income	(180,000)	170,000
Accrued payroll items	12,204	5,034
Accrued expenses	(2,000)	13,650
Total adjustments	(180,545)	514,394
NET CASH PROVIDED BY OPERATING ACTIVITIES	$ 1,279,425	$ 1,109,747

The accompanying notes are an integral part of these financial statements.

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

CROSS ROADS HOUSE, INC.
NOTES TO FINANCIAL STATEMENTS
Year Ended June 30, 2021

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Cross Roads House, Inc. (Cross Roads House), was organized March 24, 1982, but was essentially activated January 1, 1984. The purpose of the organization is to provide safe and supportive emergency and transitional shelter to individuals and families experiencing homelessness in southeastern New Hampshire.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

Cross Roads House received a letter of determination dated July 28, 1986 from the Internal Revenue Service advising it that it qualified as a non-profit organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, it is not subject to income tax. Cross Roads House is not classified as a private foundation.

Financial Statement Presentation

Cross Roads House reports information regarding its financial position and activities according to two classes of net assets: net assets with donor restrictions and net assets without donor restrictions. The Organization accounts for contributions as either with or without donor restrictions depending on the existence and/or nature of any donor-imposed restrictions. Net assets with donor restrictions are reclassified to net assets without donor restrictions upon satisfaction of the time or purpose of the restriction.

Cash and Cash Equivalents

For purposes of these financial statements all non-custodial highly liquid investments with an initial maturity of less than three months or investments with a per share value constant at one dollar are considered to be cash equivalents. Cash equivalents were $125,133 and $135,844 as of June 30, 2021 and 2020, respectively.

Accounts Receivable

Accounts receivable consist primarily of amounts due from the State in support of homeless operations. An allowance for doubtful accounts is established based on historical experience and management's evaluation of outstanding accounts receivable at the end of each year. As of June 30, 2021 and 2020, management considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is required.

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Basis of Accounting

Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Subsequent Events

Subsequent events have been evaluated through September 27, 2021, the date the financial statements were available to be issued.

Promises to Give/Contributions

Cross Roads House accounts for contributions without donor restrictions and with donor restrictions, depending on the existence and/or nature of any donor restrictions. Net assets with donor restrictions are reclassified to net assets without donor restrictions upon satisfaction of the time or purpose restrictions. An allowance for uncollectible unconditional promises is established based on historical experience and management's evaluation of outstanding unconditional pledges at the end of each year. As of June 30, 2021, management considers all pledges to be fully collectible.

All unconditional promises to give are current and consist of the following, as of June 30,

	2021	2020
Wentworth Gala event	$ 24,600	$ 36,703
Client Receivable	1,295	-
Total unconditional promises to give	$ 25,895	$ 36,703

Functional Allocation of Expenses

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

Investment Valuation and Income Recognition

The Organization's investments as of June 30, 2021 are stated at fair value. Shares of the separate investment accounts are valued at quoted market prices, which represent the net value of shares held by the Organization at year-end. Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. As of June 30, 2021, investments have a market value of $2,192,431, cost basis of $1,862,478 and unrealized cumulative gains of $329,953.

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and Equipment

Property and equipment are recorded at cost for those items which have been purchased, and at estimated fair market value for those items which have been donated. The cost of buildings and improvements is recovered using the straight-line method over estimated useful lives of 10 to 33 years. The cost of furniture, fixtures and equipment is recovered using the straight-line method over estimated useful lives of 2 to 7 years. Property and equipment as of June 30, 2021, consisted of the following:

Land and improvements	$	217,266
Buildings and improvements		6,345,469
Furniture and equipment		458,330
Total property and equipment		7,021,065
Less accumulated depreciation		2,058,412
Property and equipment, net	$	4,962,653

Donated Services

Contributions of services are recognized in the financial statements if the services enhance or create nonfinancial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. For the years ended June 30, 2021 and 2020, there were no amounts for donated services.

Donated Marketable Securities

Donated marketable securities are valued at fair market value. Marketable securities are immediately sold and are included in the statement of activities as donations. Donated marketable securities of $77,329 and $31,146 were received during the years ended June 30, 2021 and 2020, respectively.

NOTE B - BENEFICIAL INTEREST IN ASSETS HELD BY OTHERS

Cross Roads House is a beneficiary of an agency endowment fund at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing this fund, property contributed to The New Hampshire Charitable Foundation is held as a separate fund designated for the benefit of Cross Roads House. In accordance with its spending policy, the Foundation makes distributions from the fund to Cross Roads House. The distributions are approximately 4.00% of the market value of the fund per year.

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

NOTE B - BENEFICIAL INTEREST IN ASSETS HELD BY OTHERS (continued)

Activity in this endowment fund consisted of the following for the years ended June 30,

	2021	2020
Beginning, fair value, 7/1	$ 126,131	$ 132,451
Total return	43,677	(232)
Foundation fee	(459)	(905)
Distributions	(6,516)	(5,183)
Ending, fair value, 6/30	$ 162,833	$ 126,131

Distributions represent amounts distributed to Cross Roads House and are shown as unrestricted dividends.

NOTE C - INVESTMENTS AT FAIR VALUE

Cross Roads House records its marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets, in the statement of activities.

Following is a description of the valuation methodologies used for assets measured at fair value.

Common stocks, corporate bonds and U.S. government securities: Valued at the closing price reported on the active market on which the individual securities are traded.

Mutual funds: Valued at the net asset value of shares held by the plan at year end.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The Organization reports under the Fair Value Measurements, which established a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices inactive markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements).

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

NOTE C - INVESTMENTS AT FAIR VALUE (continued)

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

Investments, all at level 1, at fair value consisted of the following as of June 30,

	2021	2020
Cash & equivalents	$ 125,133	$ 135,844
Domestic equities	1,429,966	647,189
Domestic fixed income	637,332	370,476
TOTALS	$ 2,192,431	$ 1,153,509

NOTE D - ACCRUED PAYROLL ITEMS

Accrued payroll items consisted of the following as of June 30,

	2021	2020
Payroll and payroll taxes	$ 9,163	$ 11,294
Earned time	75,442	61,107
Totals	$ 84,605	$ 72,401

NOTE E - COMMITMENTS AND CONTINGENCIES

Cross Roads House receives money under various state and federal grants. Under the terms of these grants, Cross Roads House is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures of the grant were found not to have been made in compliance with the proposal, Cross Roads House may be required to repay the grantor's funds.

NOTE F - LINE OF CREDIT

The organization has established a $300,000 line of credit with Provident Bank with a current interest rate of 5.25%. The interest rate is directly tied to the Wall Street Journal Prime Rate with no margin. Accordingly, any changes to this rate will change the organization's line of credit rate. There was no outstanding balance as of June 30, 2021.

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EOBA6A

NOTE G - LONG-TERM DEBT

	Current	Long-term	Total
Note payable, Provident Bank, monthly payment is $1,293, 4.69% interest; secured by property and equipment; note matures August 2037.	$ 7,502	$ 167,323	$ 174,825
Note payable, Provident Bank, monthly payment is $2,070, 5.62% interest; secured by property and equipment; note matures March 2038.	10,049	258,431	268,480
Note payable, Provident Bank, monthly payment is $953, 5.62% interest; secured by property and equipment; note matures May 2038.	5,116	109,787	114,903
Total long-term debt	$ 22,667	$ 535,541	$ 558,208

Future principal loan payments are as follows for the years ended,

June 30,	2022	$ 22,667
	2023	23,901
	2024	25,203
	2025	26,575
	2026	28,024
	Thereafter	431,838

NOTE H - CONCENTRATION OF CREDIT RISK

As of June 30, 2021, Cross Roads House had a cash balance held by a bank that was in excess of the amount insured by the Federal Deposit Insurance Corporation. The uninsured amount was $876,775 however, any amount in excess is fully covered by the Massachusetts Depositors Insurance Fund (DIF). The DIF is a private, industry-sponsored insurance fund that insures all deposits above FDIC limits for their member banks.

Cross Roads House has a cash balance held by an investment brokerage firm that is insured by the Securities Investor Protection Corporation.

Cross Roads House derived 42% of its operating revenue from government agencies.

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

NOTE I - GREENLEAF APARTMENTS

Cross Roads House purchased a 12-unit single room occupancy building in Portsmouth, NH in April 2018. Applicants must meet certain requirements as defined in a Tenant Selection Plan to qualify for these low-income units. Rental income was $110,106 and rental expenses totaled $58,024 for the year ended June 30, 2021. Rental expenses are included in the statement of functional expenses as program expenses.

NOTE J - LIQUIDITY AND AVAILABILITY OF RESOURCES

As part of Cross Roads House's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. In addition, the organization invests cash in excess of daily requirements in short-term investments. To help manage unanticipated liquidity needs, the organization has a committed line of credit in the amount of $300,000, which it could draw upon. The organization also has a Board designated reserve of $2,192,431. Although the organization does not intend to spend from its reserve other than amounts appropriated for general expenditure as part of its annual budget approval and appropriation process, amounts from its reserve could be made available if necessary.

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

OTHER INFORMATION

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

CROSS ROADS HOUSE, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended June 30,

Federal Grantor/ Pass-Through Grantor/ Program Title	2021 Federal CFDA Number	2021 Agency or Pass-Through Number(s)	2021 Program or Award Amount	2021 Federal Disbursements	2020 Federal Disbursements
US Dept of Housing and Urban Development:					
Grantor City of Dover					
CDBG	14.218	N/A	$ 15,000	$ 15,000	$ 12,050
Grantor City of Portsmouth					
CDBG	14.218	N/A	17,000	17,000	42,000
Grantor City of Rochester					
CDBG	14.218	N/A	10,000	10,000	12,000
Grantor City of Rochester - CV					
CDBG	14.218	N/A	15,271	15,271	-
Grantor State of NH					
Emergency Solutions Grant	14.231	E20DW330001	361,100	118,515	-
Grantor State of NH					
Continuum of Care	14.267	NH0095 L1T001904	377,752	327,847	290,523
US Dept of the Treasury - Cares Act:					
Grantor State of NH					
Coronavirus Relief Fund	21.019	N/A	129,977	129,977	131,667
Grantor NH Housing Authority					
Coronavirus Relief Fund	21.019	N/A	589,658	589,658	-
TOTALS			$ 1,515,758	$ 1,223,268	$ 488,240

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Cross Roads House, Inc. and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Uniform Guidance. Therefore, some amounts presented in this schedule may differ from amounts presented or used in preparation of the financial statements.

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

INDEPENDENT AUDITOR'S 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
Cross Roads House, Inc.

We have audited, 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, the financial statements of Cross Roads House, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2021 and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements and have issued our report thereon dated September 27, 2021.

Internal Control over Financial Reporting

In planning and performing our audit, we considered Cross Roads House, Inc.'s internal control over financial reporting (internal control) in order to determine our 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 our opinion on the effectiveness of Cross Roads House, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Cross Roads House, Inc.'s internal control.

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

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

Compliance and Other Matters

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

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

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.

Sanders & Karcher
Portsmouth, New Hampshire
September 27, 2021

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

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

To the Board of Directors
Cross Roads House, Inc.

Report on Compliance for Each Major Federal Program

We have audited Cross Roads House, Inc.'s compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of Cross Roads House, Inc.'s major federal programs for the year ended June 30, 2021. Cross Roads House, Inc.'s major federal programs are identified in the summary of auditor's 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.

Auditor's Responsibility

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

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Cross Roads House, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Cross Roads House, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

Report on Internal Control Over Compliance

Management of Cross Roads House, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Cross Roads House, Inc.'s internal control over compliance with

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

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 Cross Roads House, Inc.'s internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a 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.

Sanders & Karcher

Sanders & Karcher
Portsmouth, New Hampshire
September 27, 2021

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

CROSS ROADS HOUSE, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year ended June 30, 2021

Section 1 - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unqualified

Internal control over financial reporting:

- Material weakness(es) identified: ___ yes __X__ no
- Reportable condition(s) identified that are not considered to be material weaknesses? ___ yes __X__ none reported

Noncompliance material to financial statements noted? ___ yes __X__ no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified: ___ yes __X__ no
- Reportable condition(s) identified that are not considered to be material weaknesses? ___ yes __X__ none reported

Type of auditor's report issued on compliance for major programs:

Unqualified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? ___ yes __X__ no

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

CROSS ROADS HOUSE, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
Year ended June 30, 2021

Identification of major programs:

CFDA Number(s)	Name of Federal Program or Cluster
14.267	Continuum of Care Permanent Supportive Housing
21.019	Coronavirus Relief Fund Shelter Modification Program

Dollar threshold used to distinguish between type A and type B programs:

$ 750,000

Auditee qualified as low-risk auditee? ____ yes __X__ no

Section II - Financial Statement Findings

NONE.

Section III - Federal Award Findings and Questioned Costs

NONE.

DocuSign Envelope ID: 2BC133CC-B9CA-4ECA-8E76-3AD84F18457F

Name	Affiliation*	Committees	Town of Residence	Term Began	Term Ends
Adams, Michael	Architect	Building		2016	2025
Bear, Bob	Retired	Program		2021	2024
Bellmare, Chris	Arista Networks	Development, Governance, Program		2020	2023
Bresette, Suzanne	Stratögé Partners	Executive, Program, Development		2007	2025
Brown, Bob **Treasurer**	Self employed/consultant	Finance		2011	2023
Clark, Lisa	B2W	Development		2021	2024
Cohen, Ken	Psychiatrist	Program		2013	2025
Dillon, Denis	McLane Middleton	Nominating & Governance, Development		2004	2024
Drew, Kathryn	Merrill Lynch Wealth Management/Bank of America Corp.	Nominating & Governance		1999	2024
Gibb, Brian	Drummond Group	Program		2022	2025
Goddard, Steve	Retired	Development		2019	2025
Gregoire, Jason	Sheehan Phinney	Governance		2021	2024
Mathews, Shaun	Retired	Finance, Program		2019	2025
Moore, Vanda **Secretary**	Sprague Energy	Executive, Development		2013	2025
Pace, Joe	Full time Dad/Selectman/author	Development		2021	2024
Palmer, Theresa	State of New Hampshire	Program		2022	2025
Scourby, Lex	Chicken of the Sea Frozen Foods	Executive, Finance, Nominating & Governance, Development		2003	2024
Silva, Chuck **Vice President**	Retired	Executive, Nominating & Governance		2015	2024
St. Jean, Ben **President**	Clipper Strategic Consulting, LLC	Executive, Finance, Building		2015	2024
Stevens, Rob	Rector, St. John's Episcopal Church			2022	2025
Tierney, Gillian	Uniguest, Inc.	Governance		2020	2023
Williamson, Andrea	Edward Jones			2022	2025
Worboys, Mary Lee	Retired	Program		2011	2023

DocuSign Envelope ID: 2BC133CC-B9CA-4ECA-8E76-3AD84F18457F

Wildolfo Arvelo

L

"For ten years, I had the honor of watching Dr. Arvelo transform Great Bay Community College from a small, unengaged community college into one of the most respected and engaged colleges in the region. One of Will's greatest strengths is his ability to bring out the best in others. He empowers his direct reports to lead. He inspires the community, internal and external, to believe and invest in the organizational mission. Most impressive is his ability to move seamlessly and garner respect from students, staff, faculty, business, and community leaders. Simply stated, Will Arvelo is a transformative leader that enables people and organizations to achieve their best."

Michael Fischer, Ed.D., President, York County Community College

Career Profile

A dynamic, visionary and collaborative leader with 30+ years of experience in improving and expanding learning, educational access and workforce and economic development opportunity. Seeking a position where I can lead on and sustain educational access and affordability while maintaining a focus on transformational and systemic change for the benefit of students, businesses and communities.

I am driven by my passion for serving marginalized and underserved students, and assisting them in accomplishing their educational and career goals. I bring extensive experience in higher education, and workforce and economic development initiatives and strategy, and a passion for engaging with educators and businesses of all types, as well as a deep commitment for leading projects related to diversity, equity and inclusion. Fluent in Spanish.

Key Areas of Expertise:

Leadership: Manage collaborative and effective relationships with deans, division directors, faculty and staff as well as business, non-profit and community leaders. Highly effective managerial skills with the capability to adapt a leadership style to meet situational challenges while guiding teams to achieve desired results. Deeply committed to establishing/nurturing environments of collaboration and mutual respect.

Financial Management: Demonstrated ability to manage fiscal resources effectively in complex organizations. Managed $20MM budget by consistently tying the budget process with the strategic plan, giving clear priorities to student services, faculty, personnel and programs. Proven success identifying diverse funding sources and securing new funding/revenue streams. Raised hundreds of thousands of dollars annually to support student scholarships, classroom resources and faculty and staff development.

Strategic Planning: Worked with faculty and staff to develop a plan to increase enrollment and graduation. Successfully served on internal and external multi-functional teams that were responsible for opening new programs and services as well as establishing new mission, vision and values for the College (Great Bay).

Continuous Improvement: Led multiple improvements to the college's student success and athletic programs. Supported senior leadership team, faculty and staff in areas of professional development. Used NEASC studies to align with strategic plans for continuous improvement. Worked with the Community College System Chancellor and other campus presidents on areas of student retention and completion. Worked with the University System and high schools to transition from high school to community college to 4-year colleges seamlessly with such programs as *Running Start, Early College, eStart,* and Dual Admissions.

Student Engagement: Led efforts to include students in the College's (Great Bay) shared governance processes through training of student leaders to serve in student government, the College's Advisory Board and other college-wide committees. Met with students on a regular basis to gauge their experience/progress.

DocuSign Envelope ID: 2BC133CC-B9CA-4ECA-8E76-3AD84F18457F

Professional Experience

Executive Director, New Hampshire Division of Economic Development, Concord, NH (2018 – Present)

- Lead the Division of Economic Development in support of business attraction, expansion and retention. Collaborate with the Office of Workforce Opportunity and the Department of Employment Security on workforce retention and training. Work in partnership with the community college and university systems on workforce training and other strategic issues. Work closely with business chambers, municipalities, and economic development and industry groups to increase economic opportunities for NH citizens.
- Collaborate with the Commissioner to develop a 10-year economic development strategic plan as well as post-pandemic recovery plan for New Hampshire. Serve on a variety of state-wide community, workforce development and education boards, including SB190 (CTE), DOE Standards Task Force, State Workforce Innovation Board, Council for Thriving Children, Benefits Cliff Working Group, NH Learning Initiative, National Collaborative on Competency Based Learning, and Commission on Mental Health Workforce Development.

Selected Highlights:

- Worked with Governor's Office, federal delegation, SBA and legislature on issues related to workforce training and response to the Covid-19 pandemic.
- Led agency efforts on diversity, equity and economic inclusion. Founded NH Minority Business Coalition.
- Represented BEA at state-wide conferences, and radio, television and other news outlets; hosted a monthly radio show "Business Matters" on WTPL, 107.7FM

President, Great Bay Community College, Portsmouth/Rochester, NH (2007 – 2017)

- Worked with a staff and faculty of over 200 and an operational budget of $20 million. Led inclusive visioning, strategic and shared governance planning retreats. Guided the development and nurturing of the senior leadership team. Served as Community College System liaison for partnerships with the University System. Worked with Chancellor, Presidents and System Board on system-wide improvements. Led marketing efforts in radio, TV, print and social media. Managed an $8 million dollar grant to develop a composites training center in Rochester. Recruited and on-boarded members of the College's Advisory Board. Developed the first partnerships with adult learning programs in Dover and Exeter.

Selected Highlights:

- Oversaw $30 million of capital improvements and the building of the main college campus and a satellite academic center; spearheaded and led fundraising efforts that raised over $2 million dollars in 6 years.
- Spearheaded re-branding efforts to develop a new name, logo, websites and collateral.
- Led/supported development of over twenty certificate and degree programs including NDT, CNC, Aviation, Automotive, A, Biology, Composites, Engineering Transfer, Healthcare, Insurance, Motorcycle and Welding.
- Led two successful 10-year NEASC accreditation studies and visits.
- Worked with faculty to engage students in NSF EPSCoR and NIH undergraduate research.
- Served as principle investigator for $20MM state-wide federal grant to promote STEM/advance manufacturing.

"Dr. Wildolfo Arvelo has served as a significant mentor, making a profound impact in my life. As a transformative leader he created a culture of excellence throughout the college as a whole. Dr. Arvelo took the time to personally engage with students and engaged the full community and through that engagement created countless partnerships and opportunities for students before and after graduation. He taught me many things, but most importantly, he taught me the importance of leadership and community. I wouldn't be the person I am today had I not been a part of the community he created. I owe so much of my professional and personal success to Dr. Arvelo, as do so many others. Dr. Arvelo exemplifiers what it means to be a leader."

Ashley Rennie, Former Student

DocuSign Envelope ID: 2BC133CC-B9CA-4ECA-8E76-3AD84F18457F

VP: Corporate and External Relations, Benjamin Franklin Institute of Technology, Boston, MA (2004 – 2007)
- Worked with the President on strategic planning initiatives. Nurtured collaborative relationships with Boston Public Schools and local businesses and industry. Oversaw the writing of the NEASC ten-year accreditation study and visit. Wrote and managed several DOL grants.

Dean of Enrollment Services (2000 – 2003) / **Director of Admissions** (1998 – 2000), Benjamin Franklin Institute of Technology, Boston, MA
- Oversaw marketing and enrollment strategies and spearheaded re-branding of the college with new name, logo, website and collateral. Restructured Financial Aid saving the college $240,000 annually.

Educational Development Coordinator (1997 – 1998) / **Associate Director of Admissions** (1996 – 1997), Roxbury Community College, Boston, MA

Community Engagement

Board Memberships Include:

DOE Minimum Standards Task Force (2021 – Present) / Council for Thriving Children (2020 – Present) / Benefits Cliff Working Group (2019 – Present) / Chair: Governor's Commission on Mental Health Workforce Development (2019 – Present) / New Hampshire Learning Initiative (2019 – Present) / Chair: Economic Vitality New Hampshire (2018 – Present) / NHSPCA (2018 – Present) / Small Business Development Center (2018 – Present) / State Workforce Innovation Board (2018 – Present) / Member: Seacoast NAACP (2018 – Present) / National Collaborative for Competency Based Learning (2018 – Present) / Foundation for Healthy Communities (2017 – 2018) / Foundation for Seacoast Health (2015 – 2017) / New Hampshire College and University Council (2007 – 2017) / NSF EPSCoR Statewide Committee (2014 – 2016) / New Hampshire Postsecondary Education Commission (2012 – 2014) / Foundation, Community College System of New Hampshire (2007 – 2017) / United Way of the Greater Seacoast (2011 – 2015) / United Way of Massachusetts Bay and Greater Merrimack Valley, (2011 – 2014) / College of Life Sciences & Agriculture, UNH (2007 – 2009)

Awards

Distinguished Leader Award: Great Bay Community College (2019) / Honorary Doctorate: Granite State College (2018) / Dedicated Service Award: Great Bay Community College (2017) / Leadership Award: United Way of the Greater Seacoast (2015) / Citizen of the Year Award: Portsmouth Chamber of Commerce (2012) / Leadership Award: Benjamin Franklin Institute of Technology (2007)

Education & Certifications

University of Massachusetts, Boston, MA
Ed.D. in Higher Education Administration (2012)
M.S. in Public Affairs (1992) / B.A. in History (1989)

"As a former CEO of a division of a Fortune 500 Company, I had the opportunity to work closely with Dr. Will Arvelo on a number of collaborations related to business and industry. Will has excellent interpersonal skills and is highly focused on the mission at hand. He has the innate ability to forge meaningful and lasting relationships with business and industry leaders. Will is a good listener, a quick study and has the ability to bring people together to execute strategic plans. He is an excellent orator who is able to persuade others to consider various options to business and industry issues. In the words of Washington Irving: "Great minds have purpose, others have wishes". I can assure you that Will has purpose!"

David Hampson, CEO, Willis Towers Watson

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

SANDRA L. BEAUDRY
Licensed Marriage and Family Therapist, NH #22

EDUCATION

Master of Science, December 1992
Marriage and Family Therapy
University of New Hampshire

Bachelor of Science, September 1987
Human Services
University of Southern New Hampshire

CLINICAL AND SOCIAL SERVICE MANAGEMENT EXPERIENCE

CROSS ROADS HOUSE
Portsmouth, NH — *January 2014 to present*
Program Director

- Supervise Shelter and Community-Based Clinical Case Management program
- Responsible for enhancement of programming to support residents physical and emotional well-being, self-sufficiency, and move to permanent housing
- Establish inter-agency partnerships
- Seek diverse funding, including government and private grants and the provision of reimbursable services
- Identify and meet direct and clinical service staff training needs
- Oversee CRH entry into the Homeless Management Information System, data collection and outcome tracking
- Direct Permanent Supportive Housing and Rapid Re-Housing programs

CHILD AND FAMILY SERVICES
Manchester, Concord, Portsmouth, NH — *February 1997 to January 2014*
Program Director — *October 2008 to January 2014*
Program Leadership and Supervision

- Directed statewide counseling and adolescent/young adult substance abuse treatment programs and a federally-funded mentoring/family support program for youth being released from the Sununu Youth Services Center (joint project with Goodwill of NNE)
- Supervised 14 direct report clinical staff and two interns
- Supported implementation of Trauma-Focused Cognitive Behavioral Therapy and trauma-informed care
- Provided supervision and clinical support to the Seacoast Street Outreach Program mental health clinician and oversaw the mental health subcontract with the Healthcare for the Homeless program at Families First
- Developed and maintained procedure manuals for counseling and substance abuse treatment programs
- Oversaw quality assurance of clinical records and implementation of evidence-based practices
- Developed, monitored and maintained program budgets that have ranged from a total of $1 million to $1.4 million annually
- Supervised and coordinated the statewide CFS Deployment Cycle Support Program, which provided home-based counseling and support to military service members and their families before, during, and after deployment, through a subcontract with Easter Seals
- Directed the Family Intervention Program, state-contracted barrier-resolution services for TANF recipients in the New Hampshire Employment Program across the state, including four sub-contracts with Family Resource Centers
- Provided administrative and clinical support to Healthy Marriage Responsible Fatherhood federal grant project serving fathers in the state prison system and their families

Grants and Contracts

- Managed or co-managed four multi-year federal grants from SAMHSA, OJJDP, and ACF, including data collection and reporting, continuation applications, annual progress reports, and no-cost extension requests
- Managed state contracts with BDAS, DOC, and DFA, including proposal writing and submission, data collection and reporting, and budget development
- Wrote or contributed to grant proposals to foundations, including grants received from Peoples United Bank for Seacoast office-based family counseling and Healthcare Gives for mobile mental health services in the Street Outreach Program
- Developed proposals and received funding from United Way agencies across the state
- Wrote proposals to municipalities, including the city of Portsmouth, and presented to town selectman and town budget meetings

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

- Facilitated agency contracts with managed care companies for counseling and substance abuse treatment services and the credentialing of CFS clinical staff
- Provided the CFS agency administrator function for WITS, the web-based treatment, data, pay-for-performance, and billing center for Access to Recovery and BDAS treatment contracts

Board and Community Involvement

- Served as the staff liaison to the CFS Seacoast Regional Advisory Board, facilitating monthly meetings and their work in fundraising, including the RiverWoods Gala and the Lonza golf tournament
- Facilitated a multi-disciplinary advisory board for the CFS Adolescent Substance Abuse Treatment program with representatives from prevention, treatment, school and juvenile justice service providers
- Represented CFS on the following boards: *New Hampshire Alcohol and Other Drug Service Providers Association*, *Health First* (Laconia and Franklin), and *Community Resource Network* (Seacoast)
- Serve as Board Secretary and Conference Registrar for the *New Hampshire Association for Infant Mental Health*

Program Manager *June 2007 to October 2008*
Managed Family Intervention Program

Marriage and Family Therapist *February 1997 to June 2007*
Provided assessment and psychotherapy services to individuals, couples and families in a variety of Seacoast area settings, including community-based therapy to individuals and families experiencing homelessness or housing insecurity in conjunction with the *Healthcare for the Homeless* program, consultation to *Community Child Care Center,* and critical incident response with the state *Disaster Behavioral Health Response Team*. Served on the board of *SeaCare Health Services* for nine years as the mental health representative.

COMMUNITY PARTNERS
Rochester, NH
Home-Based Clinician *May 1992 to February 1997*
Provided home-based family therapy, case management, and provider consultation services to multi-problem families in Strafford County. Helped develop and taught Child Impact seminar for divorcing parents.

RESIDENTIAL AND CASE MANAGEMENT EXPERIENCE IN DEVELOPMENTAL DISABILITIES

Service Coordinator *October 1988 to August 1991*
Provided service coordination and individual support to developmentally disabled adults and their families.
Merrimack Valley Case Management Team, Mass. Dept. of Mental Retardation, Haverhill, MA
Case Manager *April 1987 to September 1988*
Obtained and coordinated community services for developmentally disabled adults.
One Sky, Portsmouth, NH
Coordinator of Community Residences *December 1984 to April 1987*
Supervised the operation of four licensed community residences for developmentally disabled adults
Group Home Coordinator *February 1983 to December 1984*
Established and managed group home for four deinstitutionalized men.
Sullivan County Developmental Services, Claremont, NH
Assistant Residential Program Supervisor *March 1982 to January 1983*
ACCESS, Conshohocken, PA
Resident Manager *November 1980 to March 1982*
River Crest Center, Mont Clare, PA

PROFESSIONAL MEMBERSHIP AND EDUCATION

Clinical Fellow and Approved Supervisor, American Association of Marriage and Family Therapy

Adjunct Professor *January 2013 to May 2015*
Spring Semester Marriage and Family Therapy Graduate Practicum, University of New Hampshire

Teaching Assistant *September 1991 to May 1992*
Introduction to Human Development course, University of New Hampshire

Presenter, various professional continuing education workshops, including *Assessing Families*, *Working with Difficult Families*, *Child Care Consultation*, and *The NH DOC Fatherhood Project*

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

Jillian Carroll

EMPLOYMENT

Cross Roads House **August 2020 - Present**
Finance Director

Northeast Distribution LTD, **Exeter, NH** **October 2016-Present**
Controller

- Sole accounting and financial position within the Company
- Handle month and year end close including bank balancing
- All accounts receivable and accounts payable functions including but not limited to cash applications, credit worthiness, aging and reporting
- Prepare all borrowing base requirements and work directly with the Bank
- Formulates annual expense budget
- Payroll and 401k contribution

Margaritas Management Group, Inc., **Portsmouth, NH** **October 2013 – October 2016**
Senior Accountant

- Balance daily and monthly bank activity for all restaurants
- Record additions and disposals of fixed assets across four states
- Quarterly fixed asset adjustment for depreciation for 23 restaurants
- Apply and maintain all restaurant licenses including liquor, entertainment and food permits for 23 locations
- Handle month end closing process for multiple restaurants

Liberty Mutual, **Dover, NH** **November 2009 – October 2013**
Premium Auditor-Inside – April 2013 – October 2013

- Compile and complete incoming internal audits in timely manner
- Reconcile customer supplied documentation to federally filed payroll records
- Maintain relationship with customers in regard to past worker compensation and general liability coverage
- Assist customers with completion of forms distributed by Liberty Mutual

Financial Operations Representative II - February 2011-April 2013

- Complete weekly billing and distribution of invoices for various Loss Prevention units
- Reconcile daily activity from Canadian accounts to receivable system (Quicksilber)
- Balance daily activity of Billing and Receivable Tracking (BART)
- Daily reconciliation of bank activity for internal maintenance
- Support financial and technical functions to CMFO unit

Financial Operations Representative - November 2009-February 2011

- Identify incoming customer payments and report collections via BART
- Key cash according to type entry requests
- Refund Small Deductible Workers Compensation claims
- Research and process all return to sender mailed checks

Living Innovations, **Portsmouth, NH** **July 2009- November 2009**
Administrative Assistant

- Compile and compute weekly data pertaining to numerous client's attendance reports for regional billing computation
- Manage employee reimbursements while ensuring accurate submission of information
- Support staff through training and file maintenance in order to work successfully with clients
- Maintain accurate and up-to-date client records

Liberty Mutual, Glastonbury, CT **May-August 2008**
Affinity Markets Account Relations Associate Internship

EDUCATION

Bryant University, Smithfield, RI **May 2009**
Bachelor of Science in Business Administration

- Concentration: Management Minor: Psychology: Cultural Studies
- Dean's List
- Lean Six Sigma Yellow Belt certification

COMPUTER SKILLS

- Microsoft: Access, Excel, Internet Explorer, Outlook, PowerPoint, Word; QuickBooks; Adobe; Sage 100; Photoshop

DocuSign Envelope ID: 9B4F8EB1-219F-4594-8C0C-43AB76EDBA6A

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Wildolfo Arvelo	Executive Director	$0.00
Sandra Beaudry	Program Director	$0.00
Jillian Carroll	Finance Director	$0.00

15 mac

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

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

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

April 6, 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 amend existing contracts with the vendors listed below in bold, for the continued provision of the State Grant in Aid (SGIA) Homeless Assistance program, by exercising contract renewal options by increasing the total price limitation by $5,665,716 from $6,882,604 to $12,548,320 and by extending the completion dates from June 30, 2021 to June 30, 2023 effective upon Governor and Council approval. 100% General Funds.

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

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Bridge House Shelters	**165288 - B001**	**Plymouth NH**	**$142,620**	**$122,348**	**$264,968**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**
Community Action Partnership of Strafford County	177200 - B004	Dover NH	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	$0	$0	$0	O: 06/19/19 (Item #40)
Concord Coalition to End Homelessness	**267140 - B001**	**Bow NH**	**$68,709**	**$117,236**	**$185,945**	**O: 06/19/19 (Item #40) A1: July 15, 2020 Item #20**
Cross Roads House	**166570 - B001**	**Portsmouth NH**	**766,784**	**$623,974**	**1,390,758**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**

Families in Transition, NH	**157730 - B001**	**Manchester NH**	**$1,658,284**	**$1,284,654**	**$2,942,938**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Friends Program	154987 - B001	Concord NH	$174,710	$0.00	$174,710	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Helping Hands Outreach Center	**174226 - R001**	**Manchester NH**	**$209,516**	**$195,756**	**$405,272**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Hundred Nights, Inc.	**TBD**	**Keene NH**	**$220,854**	**$214,110**	**$434,964**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Lakes Region Community Developers	**156571 - B001**	**Laconia NH**	**$88,761**	**$116,230**	**$204,991**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Marguerites Place	**157465 - B001**	**Nashua NH**	**$186,836**	**$140,700**	**$327,536**	**O: 06/19/19 (Item #40) Item #40 A1: 07/15/20 (Item #20)**
My Friend's Place	**156274 - B001**	**Dover NH**	**$177,231**	**$128,466**	**$305,697**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Nashua Soup Kitchen & Shelter, Inc.	**174173 - R001**	**Nashua NH**	**$284,806**	**$183,522**	**$468,328**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
New Generation	**177295 - B001**	**Greenland NH**	**$162,400**	**$134,582**	**$296,982**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
NH Coalition Against Domestic and Sexual Violence	**155510 - B001**	**Concord NH**	**$791,802**	**$887,024**	**$1,678,826**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**

Salvation Army Carey House, Laconia	**177627 - B001**	**Laconia NH**	**$200,062**	**$244,696**	**$444,758**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Salvation Army McKenna House, Concord, Eastern Territory	**177627 - B003**	**Concord NH**	**$312,915**	**$256,930**	**$569,845**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Seacoast Family Promise	**TBD**	**Exeter NH**	**$94,661**	**$85,644**	**$180,305**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Southern NH Services	177198 - B006	Manchester NH	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Southwestern Community Services	**177511 - R001**	**Keene NH**	**$527,563**	**$464,922**	**$992,485**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Front Door Agency	**156244 - B001**	**Nashua NH**	**$287,991**	**$269,166**	**$557,157**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Way Home, Inc.	**166673 - B001**	**Manchester NH**	**$140,656**	**$116,230**	**$256,886**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Tri-County CAP, Inc.	**177195 - B009**	**Berlin NH**	**$126,299**	**$79,526**	**$205,825**	**O: 07/10/19 Item #16 A1: 07/15/20 (Item #20)**
Waypoint	177166 - B002	Manchester NH	$252,556	$0.00	$252,556	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A1: 07/15/20 (Item #20)
		Total:	**$6,882,604**	**$5,665,716**	**$12,548,320**	

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue State Grant in Aid (SGIA) Homeless Assistance program .to ensure individuals and families experiencing housing instability receive the essential services and supports that include case management and emergency shelter services or case management services only.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will continue providing emergency shelter to individuals and families who are homeless. The Contractors will also continue providing case management services to individuals and families who are currently in shelters as well as individuals and families who are unsheltered in order to link them with housing services; other essential services; and provide ongoing case management. The case management services are personalized and based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services; assistance with applications for housing; assistance with applications for public assistance; referrals for healthcare, including mental health or substance use treatment; linkages to education, and employment supports.

The Contractors are monitored for performance through reports available from the Homeless Management Information System, which include information regarding:

- Length of time individuals remain homeless.
- The extent to which individuals who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

As referenced in Exhibits C-1 of the original contracts, 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 Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM
100% General Funds

Bridge House Shelters — Vendor # 1652; Vendor # 1652; Vendor # 165288 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$83,490	$0	$83,490	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$59,130	$0	$59,130	
2022	102/500732	Contracts for Program Services	TBD	$61,174	$0	$61,174	
2023	102/500733	Contracts for Program Services	TBD	$61,174	$0	$61,174	
		Sub Total		$264,968	$0	$264,968	

Community Action Partnership of Strafford County — Vendor # 177200 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$6,588	$0	$6,588	

Community Action Program, Belknap and Merrimack — Vendor # 177203 - B003

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Concord Coalition to End Homelessness — Vendor # 267140 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$10,091	$0	$10,091	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2022	102/500732	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2023	102/500733	Contracts for Program Services	TBD	$58,618	$0	$58,618	
		Sub Total		$185,945	$0	$185,945	

Cross Roads House — Vendor # 166570 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$465,221	$0	$465,221	O: 06/19/19 (Item #40) A1: 07/15/20,
2021	102/500731	Contracts for Program Services	TBD	$301,563	$0	$301,563	
2022	102/500732	Contracts for Program Services	TBD	$311,987	$0	$311,987	

2023	102/500733	Contracts for Program Services	TBD	$311,987	$0	$311,987	(Item #20) A2: 05/19/21 (Tabled Item #15)
		Sub Total		$1,390,758	$0	$1,390,758	

FITNHNH, Inc. Vendor # 157730 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$1,037,418	$0	$1,037,418	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$620,866	$0	$620,866	
2022	102/500732	Contracts for Program Services	TBD	$642,327	$0	$642,327	
2023	102/500733	Contracts for Program Services	TBD	$642,327	$0	$642,327	
		Sub Total		$2,942,938	$0	$2,942,938	

Friends Program Vendor # 154987 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$88,971	$0	$88,971	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$88,702	$88,702	
2023	102/500733	Contracts for Program Services	TBD	$0	$88,702	$88,702	
		Sub Total		$174,710	$177,404	$352,114	

Helping Hands Outreach Center

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$114,908	$0	$114,908	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$94,608	$0	$94,608	
2022	102/500732	Contracts for Program Services	TBD	$97,878	$0	$97,878	
2023	102/500733	Contracts for Program Services	TBD	$97,878	$0	$97,878	
		Sub Total		$405,272	$0	$405,272	

Hundred Nights, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$117,376	$0	$117,376	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$103,478	$0	$103,478	
2022	102/500732	Contracts for Program Services	TBD	$107,055	$0	$107,055	
2023	102/500733	Contracts for Program Services	TBD	$107,055	$0	$107,055	
		Sub Total		$434,964	$0	$434,964	

Lakes Region Community Developers

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$32,587	$0	$32,587	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	

		Sub Total		$204,991	$0	$204,991	A2: 05/19/21 (Tabled Item #15)

Marquerites Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$118,536	$0	$118,536	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$68,300	$0	$68,300	
2022	102/500732	Contracts for Program Services	TBD	$70,350	$0	$70,350	
2023	102/500733	Contracts for Program Services	TBD	$70,350	$0	$70,350	
		Sub Total		$327,536	$0	$327,536	

My Friend's Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$115,144	$0	$115,144	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$62,087	$0	$62,087	
2022	102/500732	Contracts for Program Services	TBD	$64,233	$0	$64,233	
2023	102/500733	Contracts for Program Services	TBD	$64,233	$0	$64,233	
		Sub Total		$305,697	$0	$305,697	

Nashua Soup Kitchen & Shelter, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$196,111	$0	$196,111	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$88,695	$0	$88,695	
2022	102/500732	Contracts for Program Services	TBD	$91,761	$0	$91,761	
2023	102/500733	Contracts for Program Services	TBD	$91,761	$0	$91,761	
		Sub Total		$468,328	$0	$468,328	

New Generation

Vendor # 177295 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$97,357	$0	$97,357	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$65,043	$0	$65,043	
2022	102/500732	Contracts for Program Services	TBD	$67,291	$0	$67,291	
2023	102/500733	Contracts for Program Services	TBD	$67,291	$0	$67,291	
		Sub Total		$296,982	$0	$296,982	

NH Coalition Against Domestic and Sexual Violence

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$363,109	$0	$363,109	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$428,693	$0	$428,693	
2022	102/500732	Contracts for Program Services	TBD	$443,512	$0	$443,512	
2023	102/500733	Contracts for Program Services	TBD	$443,512	$0	$443,512	
		Sub Total		$1,678,826	$0	$1,678,826	

Salvation Army Carey House, Laconia

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$81,802	$0	$81,802	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$118,260	$0	$118,260	
2022	102/500732	Contracts for Program Services	TBD	$122,348	$0	$122,348	
2023	102/500733	Contracts for Program Services	TBD	$122,348	$0	$122,348	
		Sub Total		$444,758	$0	$444,758	

Salvation Army McKenna House, Concord, Eastern Territory

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$188,742	$0	$188,742	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$124,173	$0	$124,173	
2022	102/500732	Contracts for Program Services	TBD	$128,465	$0	$128,465	
2023	102/500733	Contracts for Program Services	TBD	$128,465	$0	$128,465	
		Sub Total		$569,845	$0	$569,845	

Seacoast Family Promise

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$53,270	$0	$53,270	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21
2021	102/500731	Contracts for Program Services	TBD	$41,391	$0	$41,391	
2022	102/500732	Contracts for Program Services	TBD	$42,822	$0	$42,822	
2023	102/500733	Contracts for Program Services	TBD	$42,822	$0	$42,822	
		Sub Total		$180,305	$0	$180,305	

Southern NH Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Southwestern Community Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$302,869	$0	$302,869	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$224,694	$0	$224,694	
2022	102/500732	Contracts for Program Services	TBD	$232,461	$0	$232,461	
2023	102/500733	Contracts for Program Services	TBD	$232,461	$0	$232,461	
		Sub Total		$992,485	$0	$992,485	

The Front Door Agency

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$157,905	$0	$157,905	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$130,086	$0	$130,086	
2022	102/500732	Contracts for Program Services	TBD	$134,583	$0	$134,583	
2023	102/500733	Contracts for Program Services	TBD	$134,583	$0	$134,583	
		Sub Total		$557,157	$0	$557,157	

The Way Home, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$84,482	$0	$84,482	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	
		Sub Total		$256,886	$0	$256,886	

Tri-County CAP, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$87,864	$0	$87,864	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$38,435	$0	$38,435	
2022	102/500732	Contracts for Program Services	TBD	$39,763	$0	$39,763	
2023	102/500733	Contracts for Program Services	TBD	$39,763	$0	$39,763	
		Sub Total		$205,825	$0	$205,825	

Waypoint

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$166,817	$0	$166,817	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A2: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$252,556	$0	$252,556	

Overall Total	$12,548,320	$177,404	$12,725,724	

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

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Cross Roads House Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended and extended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and 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 1.7, Completion Date, to read:

   June 30, 2023

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

   $1,390,758

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, to read:

   2. Scope of Services

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide that include but are not limited to:

   2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

   2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment on a short-term emergency or transitional basis, as described in RSA 126-A:26.

   2.1.3. Operating a facility in accordance with Exhibit C, Section 15, Operation of Facilities: Compliance with Laws and Regulations that includes, but is not limited to:

   2.1.3.1. Building maintenance and repair.

   2.1.3.2. Security systems.

   2.1.3.3. Heating and possible cooling equipment.

   2.1.3.4. Property and business insurance.

   2.1.3.5. Utilities and furnishings.

   2.1.3.6. Amenities, including bathrooms.

   2.2. The Contractor shall assist individuals and families who are homeless with accessing and applying for services that lead to permanent housing by providing Case

Management Services that include, but are not limited to:

2.2.1. Assessing individual and family needs for well-being and obtaining housing.

2.2.2. Developing individualized plans with the types of services and assistance programs to meet individual and family and needs.

2.2.3. Assisting individuals and families with accessing emergency shelter.

2.2.4. Assisting individuals and families with applying for and accessing permanent housing.

2.2.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.2.6. Assisting individuals and families with accessing community providers and supports, that may include, but are not limited to, mental health services, substance use treatment, medical care, employment services, veterans benefits, financial and food assistance, and education supports.

2.3. The Contractor shall comply with program requirements that include, but are not limited to:

2.3.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include:

2.3.1.1. Housing First Approach;

2.3.1.2. Safe and appropriate diversion;

2.3.1.3. Immediate and low-barrier access;

2.3.1.4. Housing-focused, rapid exit services; and

2.3.1.5. Data to measure performance.

2.3.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing; in accordance with the NH BOS CES Policy Manual adopted op January 23, 2018, that is herein incorporated by reference and as amended.

2.3.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions, which may include but are not limited to mental health services; medication stability; sexual orientation; vulnerability to illness; vulnerability to victimization; vulnerability to physical assault; racial equality; marital status; or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.3.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restricted by law. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.3.5. Agreeing to on-site monitoring, on an annual basis, to review compliance,

progress, and performance, which includes, but is not limited to:

2.3.5.1. Reviewing policies and procedures for services provided.

2.3.5.2. Reviewing financial analyses.

2.3.5.3. Reviewing for compliance with safety and hazard requirements.

2.3.5.4. Reviewing Data and HMIS entry standards.

2.3.6. Complying with New Hampshire Administrative Rules He-M 314, Rights of Persons Using Emergency Shelters and ensuring individuals understand their rights. http://www.gencourt.state.nh.us/rules/state_agencies/he-m300.html

2.4. The Contractor shall complete a SGIA Program Project Program Monitoring Workbook per Department request.

2.5. The Contractor shall participate in training on contractual compliance and technical assistance, as required by the Department.

4. Modify Exhibit B, Method and Conditions Precedent to Payment Section 3 by adding Subsection 3.6 to read:

3.6. The Contractor shall provide backup documentation for all reimbursement requests.

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

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

State of New Hampshire
Department of Health and Human Services

3/19/2021
Date

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

Cross Roads House Inc.

3/18/2021
Date

DocuSigned by:
Martha Stone
Name: Martha Stone
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

4/1/2021
Date

DocuSigned by:
[signature]
DSCA92026J2C4AE...
Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

20 mac

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

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

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

June 29, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend existing **Retroactive** agreements with the vendors listed below to provide the State Grant in Aid (SGIA) Homeless Assistance program, by modifying the agreements to have individual price limitations instead of a shared price limitation for vendors listed in the table below and terminating two agreements with vendors as indicated in the table below, and decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604, with no change to the contract completion dates of June 30, 2021, effective retroactive to July 1, 2020 upon Governor and Council approval. 100% General Funds.

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

Vendor Name	Vendor Code	Area Served	Current Amount	Revised Amount	G&C Approval
Bridge House Shelters	165288 - B001	Plymouth NH	Shared	$142,620	June 19,2019 Item #40
Community Action Partnership of Strafford County	177200 - B004	Dover NH	Shared	$6,588	June 19,2019 Item #40
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	Shared	$0	O:
Concord Coalition to End Homelessness	267140 - B001	Bow NH	Shared	$68,709	June 19,2019 Item #40
Cross Roads House	166570 - B001	Portsmouth NH	Shared	$766,784	June 19,2019 Item #40
Families in Transition, NH	157730 - B001	Manchester NH	Shared	$1,658,284	June 19,2019 Item #40
Friends Program	154987 - B001	Concord NH	Shared	$174,710	June 19,2019 Item #40
Helping Hands Outreach Center	174226 - R001	Manchester NH	Shared	$209,516	June 19,2019 Item #40
Hundred Nights, Inc	TBD	Keene NH	Shared	$220,854	June 19,2019 Item #40

Lakes Region Community Developers	156571 - B001	Laconia NH	Shared	$88,761	June 19,2019 Item #40
Marquerites Place	157465 - B001	Nashua NH	Shared	$186,836	June 19,2019 Item #40
My Friend's Place	156274 - B001	Dover NH	Shared	$177,231	June 19,2019 Item #40
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	Nashua NH	Shared	$284,806	June 19,2019 Item #40
New Generation	177295 - B001	Greenland NH	Shared	$162,400	June 19,2019 Item #40
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	Shared	$791,802	June 19,2019 Item #40
Salvation Army Carey House, Laconia	177627 - B001	Laconia NH	Shared	$200,062	June 19,2019 Item #40
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	Concord NH	Shared	$312,915	June 19,2019 Item #40
Seacoast Family Promise	TBD	Exeter NH	Shared	$94,661	June 19,2019 Item #40
Southern NH Services	177198 - B006	Manchester NH	Shared	$0	June 19,2019 Item #40
Southwestern Community Services	177511 - R001	Keene NH 03431	Shared	$527,563	June 19,2019 Item #40
The Front Door Agency	156244 - B001	Nashua NH 03064	Shared	$287,991	June 19,2019 Item #40
The Way Home, Inc	166673 - B001	Manchester NH	Shared	$140,656	June 19,2019 Item #40
Tri-County CAP, Inc	177195 - B009	Berlin NH	Shared	$126,299	July 10, 2019 Item #16
Waypoint	177166 - B002	Manchester NH	Shared	$252,556	June 19,2019 Item #40 A01: August 28, 2019 Item #20B
		Total	**$7,300,000 (Shared)**	**$6,882,604**	

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

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because Department's business operations were disrupted by COVID-19 which led to delays in the contract amendment review and approval process.

The purpose of this request is to modify the agreements to have individual price limitations instead of a shared price limitation and to terminate agreements with two (2) Contractors, decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604. The individual price limitations will allow each vendor to more accurately budget and allocate funding to meet the specific needs of the clients within the community.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract. The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Department will monitor the contracted services by requiring the Contractors to submit reports in the HMIS system that include the following:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the State Grant In Aid Homeless Assistance Program

This 1st Amendment to the State Grant in Aid Homeless Assistance Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Cross Roads House Inc., (hereinafter referred to as ("the Contractor"), a nonprofit, with a place of business at 600 Lafayette Road, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #40), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, 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, modify the price limitation and modify the scope of services to support continued delivery of these services; and

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

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

   $766,784.

2. Modify P-37, General Provisions, Block 1.3 to read:

   Cross Roads House, Inc.

3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1. to read:

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide, including but not limited to:

4. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1.4. to read:

   2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 1, in its entirety.

6. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.1, in its entirety.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.2, to read:

   2.2. The Department will reimburse the Contractor based on the total emergency shelter beds in a program as reported to the Department of Housing and Urban Development. The rate includes all services provided in this Contract on behalf of the individual per day.

8. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, Subsection 3.1,

to read:

3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the fiftieth (15th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.

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

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

State of New Hampshire
Department of Health and Human Services

6/23/20
Date

Name: Christine Santaniello
Title: Director, DEHS

Cross Roads House, Inc.

6/17/20
Date

Name: Martha Stone
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

06/25/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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:

JUN07'19 PM 1:49 DAS

40 mac

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

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

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

June 7, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into agreements with the vendors listed below in an amount not to exceed $7,000,000, to provide the State Grant in Aid (SGIA) Homeless Assistance program, effective July 1, 2019, through June 30, 2021, upon Governor and the Executive Council approval. 100% General Funds.

Vendor Name	Vendor Number	Location
Bridge House Shelters	165288 - B001	260 Highland Street Plymouth NH 03264
Community Action Partnership of Strafford County	177200 - B004	577 Central Ave Ste 10 Dover NH 03820
Community Action Program, Belknap and Merrimack	177203 - B003	2 Industrial Park Drive Concord NH 03302
Concord Coalition to End Homelessness	267140 - B001	22 Stack Drive Bow NH 03304
Cross Roads House	166570 - B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition, NH	157730 - B001	122 Market Street Manchester NH 03101
Friends Program	154987 - B001	202 N State Street Concord NH 03301
Helping Hands Outreach Center	174226 - R001	50 Lowell Street Manchester NH 03101
Hundred Nights, Inc	TBD	17 Lamson Street Keene NH 03431
Lakes Region Community Developers	156571 - B001	658 Union Ave Laconia NH 03246
Marquerites Place	157465 - B001	87 Palm Street Nashua NH 03060
My Friend's Place	156274 - B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	2 Quincy Street Nashua NH 03061
New Generation	177295 - B001	9 Tide Mill Road Greenland NH 03840
NH Coalition Against Domestic and Sexual Violence	155510 - B001	One Hundred North Main Street Concord NH 03301

Salvation Army Carey House, Laconia	177627 - B001	177 Union Ave Laconia NH 03246
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	58 Clinton Street Concord NH 03301
Seacoast Family Promise	TBD	27 Hampton Road Exeter NH 03833
Southern NH Services	177198 - B006	40 Pine Street Manchester NH 03108
Southwestern Community Services	177511 - R001	63 Community Way Keene NH 03431
The Front Door Agency	156244 - B001	7 Concord Street, Nashua NH 03064
The Way Home, Inc	166673 - B001	214 Spruce Street Manchester NH 03103
Waypoint	177166 - B002	464 Chestnut Street Manchester NH 03105
		Total: $7,000,000

Funds are available in the following account(s), and are anticipated to be available in State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office. During each State Fiscal Year of the contract, there is a shared price limitation among the vendors of $3,500,000. Consequently, there is no guaranteed minimum or maximum amount of client or service volume.

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	TBD	$3,500,000
2021	102-500731	Contracts for Prog Svc	TBD	$3,500,000
			Total	**$7,000,000**

EXPLANATION

The purpose of this request is to administer the State Grant in Aid (SGIA) Homeless Assistance program. The Contractors listed above shall be required to either: provide emergency shelter services and case management services or case management services only. The Department will reimburse the Contractor at a rate of $11.00 for services provided to each individual per day.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Contractors shall be monitored for performance through reports available from the HMIS system as follows:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

The vendors listed above were selected for this project through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' web site from March 28, 2019 through April 25, 2019. The Department received twenty six (26) eligible applications, with one vendor withdrawing after submission. The applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the applications. The Bid Summary is attached.

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

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

State Grant-In-Aid Homeless Assistance Program
RFA Name

RFA-2020-DEHS-01-STATE
RFA Number

Reviewer Names

1.
2.
3.
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Bridge House Shelter		100	90
2. New Generation, Inc.		100	100
3. Marguerite's Place		100	100
4. Southwestern Community Services		100	100
5. Cross Roads House		100	100
6. Community Action Program		100	95
7. Waypoint		100	100
8. Seacoast Family Promise		100	95
9. Nashua Soup Kitchen & Shelter, Inc.		100	100
10. NH Coalition Against Domestic & Sexual Violence		100	100
11. The Salvation Army-Carey House		100	100
12 The Salvation Army-McKenna House		100	100

13	New Hampshire Legal Assistance		100	100
14	Helping Hands Outreach Center		100	100
15	Southern New Hampshire Services		100	100
16	Headrest, Inc.		100	0
17	Tri-County Community Action Program, Inc.		100	100
18	Lakes Region Community Developers		100	100
19	My Friend's Place, Emergency Shelter Program		100	100
20	Families in Transition/New Hampshire		100	100
21	Community Action Partnership of Strafford County		100	100
22	Friends Program		100	100
23	Concord Coalition To End Homelessness		100	70
24	The Front Door Agency-Transformational Housing Program		100	100
25	Hundred Nights		100	100
26	The Way Home, Inc.		100	100
28.	0		100	0
29.	0		100	0
30.	0		100	0
31.	0		100	0

Subject: State Grant in Aid Homeless Assistance Program (RFA-2020-DEHS-01-STATE-05)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Cross Roads House Inc MS		1.4 Contractor Address 600 Lafayette Road Portsmouth NH 03801	
1.5 Contractor Phone Number 603-436-2218	1.6 Account Number 05-95-42-423010-7927-102-500731	1.7 Completion Date 6/30/21	1.8 Price Limitation 7,000,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Martha Stone		1.12 Name and Title of Contractor Signatory Martha Stone	

1.13 Acknowledgement: State of NH, County of Rockingham

On 5/28/19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

SUSAN D. DUCHESNEY NOTARY PUBLIC EXP. 08/05/2020 NEW HAMPSHIRE

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Susan D Duchesney

1.13.2 Name and Title of Notary or Justice of the Peace

Susan Duchesney

1.14 State Agency Signature Date: 5/29/19	1.15 Name and Title of State Agency Signatory Christine Santaniello, DHHS Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Lisa M Eggbeer On: 6/6/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials MS
Date 5/28/19

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials MS
Date 5/28/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MS
Date 5/28/19

Scope of Services

1. Provisions Applicable to All Services

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

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.

2. Scope of Services

2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless or at risk of becoming homeless statewide. Including but not limited to:

2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in RSA 126-A:26.

2.1.3. Operating a facility in accordance with Exhibit C-1 Operation of Facilities: Compliance with Laws and Regulations that includes at a minimum:

2.1.3.1. Building maintenance and repair.

2.1.3.2. Security systems.

2.1.3.3. Heating and possible cooling equipment.

2.1.3.4. Property and business insurance.

2.1.3.5. Utilities and furnishings.

2.1.3.6. Amenities such as bathrooms.

2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless or at-risk of becoming homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

2.1.4.1. Assessing individuals and families' needs for well-being and obtaining housing, and developing an individualized plan to meet those needs.

2.1.4.2. Developing an individualized plan with the types of services and assistance programs to meet their needs.

2.1.4.3. Assisting individuals and families with accessing emergency shelter.

2.1.4.4. Assisting individuals and families with applying for and accessing permanent housing.

2.1.4.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.1.4.6. Assisting individuals and families with accessing community providers and supports, for, including but not limited to, mental health services, substance use treatment, medical care, employment, veterans benefit, financial and food assistance, and education supports.

2.1.5. The Contractor shall comply with the program requirements, which include but are not limited to:

2.1.5.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include but are not limited to:

2.1.5.1.1. Housing First Approach

2.1.5.1.2. Safe and appropriate diversion

2.1.5.1.3. Immediate and low-barrier access

2.1.5.1.4. Housing-focused, rapid exit services

2.1.5.1.5. Data to measure performance

2.1.5.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted on January 23, 2018, that is herein incorporated by reference and as amended.

2.1.5.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions such as but not limited to mental health services, medication stability, sexual orientation, vulnerability to illness, vulnerability to victimization, vulnerability to physical assault, racial equality, marital status or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.1.5.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restrictive by law such as for domestic violence. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.1.5.5. Agreeing to on-site monitoring, on an annual basis, to review compliance, progress, and performance, which includes, but is not limited to:

2.1.5.5.1. Reviewing policies and procedures for services provided.

2.1.5.5.2. Reviewing financial analyses.

2.1.5.5.3. Reviewing for compliance with safety and hazard requirements.

2.1.5.5.4. Reviewing Data and HMIS entry standards.

2.1.5.6. Complying with New Hampshire Administrative Rules He-M 314 Rights of Persons Using Emergency Shelters. http://www.gencourt.state.nh.us/rules/state_agencies.he-m300.html and ensuring that individuals understand their rights

3. Reporting

3.1. The Contractor shall submit monthly reports to the Department, with the corresponding monthly invoice for payment that includes the aggregate number of individuals served, in accordance with Section 2.1.5.4 above, no later than the 10th day of the following month.

3.2. The Contractor shall submit an annual report to the Department, with the aggregate number of individuals served in accordance with Section 2.1.2.4, beginning September 30, 2020 and each year thereafter.

4. Performance Measures

4.1. The Contractor's performance shall be measured to ensure that the data is entered into HMIS in accordance with Section 2.1.5.4, above, and clients are receiving the assistance needed to meet their goals.

4.2. The Contractor shall be monitored for performance through reports available from the HMIS system that include but are not limited to:

4.2.1. Length of time persons remain homeless

4.2.2. The extent to which persons who exit homelessness to permanent housing destinations return to homelessness

4.2.3. Successful exit to permanent housing destinations

Exhibit B

Method and Conditions Precedent to Payment

1. Price Limitation: This agreement is one of multiple agreements that will serve the State Grant in Aid to Homeless program. ***No maximum or minimum client and service volume is guaranteed.*** Accordingly, the price limitation among all agreements is identified in Block 1.8 of the P-37 for the duration of the agreement.
2. The funding source for this agreement for State Grant in Aid (SGIA) Homeless Assistance program are 100% General Funds
   - 2.1. Funds for SGIA Homeless Assistance program across all vendors, statewide, are anticipated to be $7,000,000 and available in the following amounts:
     - 2.1.1. $3,500,000 for State Fiscal Year 2020.
     - 2.1.2. $3,500,000 for State Fiscal Year 2021.
   - 2.2. The Department will reimburse the Contractor at a rate of $11.00 per individual per day. The rate includes all services provided in this agreement on behalf of the individual per day.
3. Payments shall be made as follows:
   - 3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
   - 3.2. In lieu of hard copies submitted to the address listed in Section 5.4. Exhibit B., all invoices may be assigned an electronic signature and emailed to: housingsupportsinvoices@dhhs.nh.gov
   - 3.3. The Contractor shall keep detailed records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses. The Contractor shall return completed invoices, as provided by the Department, no later than thirty (30) days from the

date services are provided.

3.4. The Contractor shall submit completed invoices to:

State Grant in Aid to Homeless Program
Bureau of Housing Supports
Department of Health and Human Services
Division of Economic and Housing Stability
129 Pleasant Street
Concord, NH 03301
Phone: 603-271-9196

3.5. The State 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.

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

5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

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

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

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

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

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

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

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

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

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

Contractor Initials MB
Date 5/28/19

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials NHS
Date 5/28/19

REVISIONS TO STANDARD CONTRACT LANGUAGE

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

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

   4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

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

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

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

2. **Renewal**

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

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

600 Lafayette Rd., Portsmouth, NH 03801

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

Vendor Name: Cross Roads House

5/28/19
Date

Martha Stone, Martha Stone
Name:
Title: Executive Director

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: Cross Roads House

5/28/19
Date

Martha Stone
Name: Martha Stone
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

Vendor Initials MK
Date 5/28/19

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

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

PRIMARY COVERED TRANSACTIONS

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

Vendor Name: Cross Roads House

5/28/19
Date

Martha Stone
Name: Martha Stone
Title: Executive Director

Vendor Initials MS
Date 5/28/19

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor Name: Cross Roads House

5/28/19
Date

Name: Martha Stone
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: Cross Roads House

5/28/19
Date

Martha Stone
Name: Martha Stone
Title: Executive Director

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

Department of Health and Human Services	Cross Roads House
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Jurishni Santaniello	Martha Stone
Name of Authorized Representative	Name of Authorized Representative
Director, DCYF	Executive Director
Title of Authorized Representative	Title of Authorized Representative
5/29/19	5/28/19
Date	Date

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

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

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

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

Vendor Name: Cross Roads House

5/28/19
Date

Martha Stone
Name: Martha Stone
Title: Executive Director

FORM A

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

1. The DUNS number for your entity is: 171774979

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 _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Families in Transition ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), as amended on May 19, 2021, (Tabled Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. All references in the Contract and amendments to FIT/NHNH, Inc., including Form P-37 General Provisions, Block 1.3, Contractor name, are replaced with:

   Families in Transition

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

   $3,898,642

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

   Robert W. Moore, Director.

Contractor Initials DS MD
Date 11/7/2022

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

11/7/2022
Date

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

Families in Transition

11/7/2022
Date

DocuSigned by:
Maria Devlin
A533172B74E140C...
Name: Maria Devlin
Title: President & CEO

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

OFFICE OF THE ATTORNEY GENERAL

11/9/2022
Date

DocuSigned by:
Robyn Guarino
74873484941480
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES IN TRANSITION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 13, 1994. 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: 207982

Certificate Number: 0005779491



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of May A.D. 2022.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

CERTIFICATE OF AUTHORITY

I, Roy Tilsley, 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 Families in Transition.
(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 Oct. 28, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Maria Devlin, President & CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Families in Transition to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 10/28/22

Signature of Elected Officer
Name: Roy W. Tilsley, Jr.
Title: Board Chair

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/28/2022

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 MTM Insurance Associates 1320 Osgood Street North Andover MA 01845	CONTACT NAME: Jeffrey Morrissette PHONE (A/C, No, Ext): (978) 681-5700 FAX (A/C, No): (978) 681-5777 E-MAIL ADDRESS: certificates@mtminsure.com
INSURED Families in Transition, Inc and FIT/NHNH Family Willows Limited Partnership 122 Market Street Manchester NH 03101	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Insurance Company INSURER B: Granite State Healthcare INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 22-23 **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] Professional Liability Incl GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			PHPK236507	01/01/2022	01/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2363512	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB798018	01/01/2022	01/01/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20220000555	01/01/2022	01/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Crime Coverage / Employee Dishonesty			PHPK236507	01/01/2022	01/01/2023	Limit Deductible	500,000 500

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

This certificate of insurance represents coverage currently in effect and may or may not be in compliance with any written contract.

CERTIFICATE HOLDER

State of NH Department of Health
and Human Services
129 Pleasant Street
Concord NH 03301-3857

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

Families in Transition

Our Mission

The mission of Families in Transition is to prevent and break the cycle of homelessness.

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

BerryDunn

Families in Transition

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

December 31, 2021
(With Comparative Totals for 2020)

With Independent Auditor's Report

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Families in Transition, Inc. and Subsidiaries

Opinion

We have audited the accompanying consolidated financial statements of Families in Transition, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2021 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2021, and the changes in their consolidated net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audit in accordance with U.S. generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

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

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

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

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

In performing an audit in accordance with U.S. generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

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

Report on Summarized Comparative Information

We have previously audited the Organization's 2020 consolidated financial statements and, in our report dated March 29, 2021, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2020 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2021, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, 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 U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
March 23, 2022

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Financial Position

December 31, 2021
(With Comparative Totals for December 31, 2020)

	2021	2020
ASSETS		
Current assets		
Cash and cash equivalents	$ 2,533,606	$ 3,536,208
Accounts receivable	54,462	67,946
Grants and contributions receivable	779,471	1,691,498
Prepaid expenses	148,305	87,753
Other current assets	52,054	60,946
Total current assets	3,567,898	5,444,351
Replacement reserves	543,800	512,271
Reserve cash designated for properties	787,044	847,300
Investments	2,704,576	1,235,007
Investment in related entity	1,000	1,000
Property and equipment, net	33,326,635	34,425,916
Development in process	416,959	218,835
Other assets	-	30,638
Total assets	$ 41,347,912	$ 42,715,318
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	$ 300,631	$ 345,909
Accounts payable	299,996	889,234
Accrued expenses	281,146	264,583
Other current liabilities	80,526	134,693
Total current liabilities	962,299	1,634,419
Long-term debt, net of current portion and unamortized deferred costs	15,046,178	15,173,778
Total liabilities	16,008,477	16,808,197
Net assets		
Without donor restrictions - controlling interest	22,097,454	22,831,326
Without donor restrictions - noncontrolling interest	2,015,189	2,344,795
Total without donor restrictions	24,112,643	25,176,121
With donor restrictions	1,226,792	731,000
Total net assets	25,339,435	25,907,121
Total liabilities and net assets	$ 41,347,912	$ 42,715,318

The accompanying notes are an integral part of these consolidated financial statements.

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Activities

Year Ended December 31, 2021
(With Comparative Totals for the Year Ended December 31, 2020)

	Without Donor Restrictions - Controlling Interest	Without Donor Restrictions - Noncontrolling Interest	Total Without Donor Restrictions	With Donor Restrictions	Total 2021	Total 2020
Revenue and support						
Federal, state and other grant support	$ 2,874,142	$ -	$ 2,874,142	$ 1,082,148	$ 3,956,290	$ 4,932,560
Coronavirus Aid, Relief and Economic Security (CARES) Act grants	1,670,287	-	1,670,287	-	1,670,287	4,183,652
Rental income, net of vacancies	2,383,369	-	2,383,369	-	2,383,369	2,492,880
Thrift store sales	592,005	-	592,005	-	592,005	410,942
Public support	2,500,288	-	2,500,288	-	2,500,288	2,952,466
Special events	342,619	-	342,619	-	342,619	420,547
Developer fees	-	-	-	-	-	121,670
Unrealized gain on investments	234,310	-	234,310	-	234,310	103,827
Loss on disposal of property and equipment	(267,413)	-	(267,413)	-	(267,413)	(1,362)
Interest income	2,334	-	2,334	-	2,334	23,045
In-kind donations	42,933	-	42,933	-	42,933	9,244
Forgiveness of debt	131,267	-	131,267	-	131,267	131,267
Medicaid reimbursements	415,708	-	415,708	-	415,708	488,990
Other income	147,748	-	147,748	-	147,748	201,865
Net assets released from restrictions	586,356	-	586,356	(586,356)	-	-
Total revenue and support	11,655,953	-	11,655,953	495,792	12,151,745	16,471,593
Expenses						
Program activities						
Housing	10,274,521	-	10,274,521	-	10,274,521	10,277,005
Thrift store	412,054	-	412,054	-	412,054	415,817
Total program activities	10,686,575	-	10,686,575	-	10,686,575	10,692,822
Fundraising	809,441	-	809,441	-	809,441	1,074,295
Management and general	1,226,858	-	1,226,858	-	1,226,858	1,186,537
Total expenses	12,722,874	-	12,722,874	-	12,722,874	12,953,654
(Deficiency) excess of revenue and support over expenses	(1,066,921)	-	(1,066,921)	495,792	(571,129)	3,517,939
Capital contributions	3,751	-	3,751	-	3,751	24,438
Partnership distributions	-	(308)	(308)	-	(308)	(1,410)
Change in net assets before reclassification of portion attributable to noncontrolling interest in subsidiaries	(1,063,170)	(308)	(1,063,478)	495,792	(567,686)	3,540,967
Change in net assets attributable to noncontrolling interest in subsidiaries	329,298	(329,298)	-	-	-	-
Change in net assets	(733,872)	(329,606)	(1,063,478)	495,792	(567,686)	3,540,967
Net assets, beginning of year	22,831,326	2,344,795	25,176,121	731,000	25,907,121	22,366,154
Net assets, end of year	$ 22,097,454	$ 2,015,189	$ 24,112,643	$ 1,226,792	$ 25,339,435	$ 25,907,121

The accompanying notes are an integral part of these consolidated financial statements.

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Functional Expenses

Year Ended December 31, 2021
(With Comparative Totals for the Year Ended December 31, 2020)

	Program Activities					
	Housing	Thrift Store	Fundraising	Management and General	2021 Total	2020 Total
Salaries and benefits						
Salaries and wages	$ 4,428,713	$ 283,233	$ 442,872	$ 664,307	$ 5,819,125	$ 6,156,201
Employee benefits	498,412	21,465	49,841	74,761	644,479	650,333
Payroll taxes	343,091	23,293	34,309	51,464	452,157	433,083
Total salaries and benefits	5,270,216	327,991	527,022	790,532	6,915,761	7,239,617
Other expenses						
Advertising	3,998	13,668	350	525	18,541	36,363
Bad debts	25,698	-	-	-	25,698	63,594
Bank charges	12,545	8,246	1,207	1,811	23,809	22,092
Condominium association fees	14,575	-	-	-	14,575	15,515
Consultants	78,629	3,988	7,842	11,763	102,222	144,209
COVID expenses	22,161	-	2,216	3,324	27,701	428,144
Depreciation	1,221,584	3,404	93,661	140,492	1,459,141	1,382,232
Events	29,137	-	-	-	29,137	74,371
Food	238,472	-	-	-	238,472	156,813
General insurance	168,528	2,318	11,537	17,306	199,689	180,501
Interest expense	164,597	-	17,786	26,679	209,062	238,399
Management fees	(1,604)	-	-	-	(1,604)	-
Meals and entertainment	4,317	-	432	648	5,397	2,278
Membership dues	9,270	-	873	1,309	11,452	13,671
Office supplies	112,840	9,451	10,553	15,829	148,673	90,214
Operational expenses - other	362,333	-	-	-	362,333	156,304
Participant expenses	93,431	-	-	-	93,431	72,037
Postage	6,880	17	688	1,033	8,618	9,491
Printing	16,302	818	1,442	2,164	20,726	26,715
Professional fees	175,249	4,000	14,010	21,014	214,273	183,043
Rental subsidies	265,605	-	-	-	265,605	301,110
Repairs and maintenance	662,589	18,416	49,263	73,895	804,163	528,545
Staff development	26,318	187	2,622	3,933	33,060	31,816
Taxes	332,887	183	-	-	333,070	340,333
Technology support	162,210	117	15,968	23,953	202,248	191,943
Telephone	104,863	1,535	10,189	15,284	131,871	148,667
Travel	28,865	84	2,871	4,306	36,126	28,318
Utilities	568,936	17,631	38,909	58,363	683,839	617,912
VISTA program	-	-	-	-	-	79,431
Workers' compensation	93,090	-	-	12,695	105,785	149,976
Total expenses	$10,274,521	$ 412,054	$ 809,441	$ 1,226,858	$12,722,874	$12,953,654

The accompanying notes are an integral part of these consolidated financial statements.

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Cash Flows

Year Ended December 31, 2021
(With Comparative Totals for the Year Ended December 31, 2020)

	2021	2020
Cash flows from operating activities		
Change in net assets	$ (567,686)	$ 3,540,967
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	1,472,485	1,395,576
Forgiveness of debt	(131,267)	(131,267)
Unrealized gain on investments	(234,310)	(103,827)
Loss on disposal of property and equipment	267,413	1,362
Decrease (increase) in:		
Accounts receivable	13,484	(445)
Grants and contributions receivable	912,027	(1,102,280)
Prepaid expenses	(60,552)	(22,241)
Other current assets	39,530	(1,579)
(Decrease) increase in:		
Accounts payable	80,826	(46,887)
Accrued expenses	16,563	(107,455)
Other current liabilities	(54,167)	75,022
Net cash provided by operating activities	1,754,346	3,496,946
Cash flows from investing activities		
Purchases of investments	(1,235,259)	(7,767)
Investment in development in process	(450,004)	(63,149)
Acquisition of property and equipment	(1,045,458)	(2,227,481)
Net cash used by investing activities	(2,730,721)	(2,298,397)
Cash flows from financing activities		
Proceeds from long-term debt	265,091	2,452
Payments on long-term debt	(320,045)	(268,663)
Net cash used by financing activities	(54,954)	(266,211)
Net (decrease) increase in cash and restricted cash	(1,031,329)	932,338
Cash and restricted cash, beginning of year	4,895,779	3,963,441
Cash and restricted cash, end of year	$ 3,864,450	$ 4,895,779
Composition of cash, cash equivalents and restricted cash, end of year:		
Cash and cash equivalents	$ 2,533,606	$ 3,536,208
Replacement reserves	543,800	512,271
Reserve cash designated for properties	787,044	847,300
	$ 3,864,450	$ 4,895,779
Supplemental disclosures:		
Acquisition of property and equipment and development in process through accounts payable	$ 98,500	$ 768,564
Acquisition of property and equipment through long-term borrowings from seller	$ -	$ 25,412
Property and equipment transferred from development in process	$ 350,380	$ -
Interest paid	$ 209,062	$ 238,399

The accompanying notes are an integral part of these consolidated financial statements.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021
(With Comparative Totals for December 31, 2020)

Organization

Families in Transition, Inc. (FIT), an incorporated New Hampshire nonprofit, provides hunger relief, emergency shelter, safe affordable housing and support services to individuals and families who are homeless or in need in the State of New Hampshire. The programs and services offered provide positive outcomes through the incorporation of evidence based models and practices to meet identified needs and goals of those they serve and provide an integrated system of care to prevent homelessness when possible and rapidly rehouse those who become homeless, including both the chronically homeless and families with children.

FIT directly owns and operates housing programs in facilities located on Amherst Street, Spruce Street, Lake Avenue and Douglas Street in Manchester, New Hampshire. Additional housing facilities are owned and operated by two limited partnerships of which FIT, or one of its subsidiaries, is the sole general partner. These limited partnerships include Family Bridge Limited Partnership (Family Bridge), located on Second Street in Manchester, New Hampshire; and Family Willows Limited Partnership (Family Willows), located on South Beech Street in Manchester, New Hampshire (collectively referred to as the Limited Partnerships).

During 2021, Family Bridge reached the reached the end of its initial 15-year low-income housing tax credit compliance period. As a result, effective August 31, 2021, BCCC, Inc. and Boston Financial Corporate Tax Credit Fund XXII, withdrew from the Partnership and transferred their ownership interest to Housing Benefits, Inc. (Housing Benefits), a non-profit Community Development Housing Organization, located in Manchester, New Hampshire. In January 2022, Second Street Family Mill, Inc., the general partner, transferred its ownership interest in the Partnership to Housing Benefits. As a result, all assets and liabilities of the Partnership will have been assumed by Housing Benefits, dissolving Family Bridge as a limited partnership.

FIT also owns and operates emergency shelters for homeless individuals in facilities located on Manchester Street and Lake Ave in Manchester, New Hampshire. In 2020, FIT purchased an additional property on Lake Ave in Manchester, New Hampshire where it will operate its food pantry formerly located at the Manchester Street, Manchester, New Hampshire facility.

Housing Benefits, a Community Development Housing Organization was created to identify and develop new housing units and refurbish existing units to meet the persistent need of combating homelessness. Completed housing units are located on Concord Street, School & Third Street, Lowell Street, Belmont Street, Market Street, Spruce Street and Hayward Street, in Manchester, New Hampshire as well as additional housing facilities located on Central Avenue in Dover, New Hampshire (Dover), and at Bicentennial Square in Concord, New Hampshire and an emergency shelter location in Wolfeboro, New Hampshire.

HB-AH, LLC (HB-AH) was legally formed as a limited liability company organized under the laws of the State of New Hampshire, which is treated as a disregarded entity for federal income tax purposes. HB-AH's purpose is to acquire, own, rent, operate and manage 23 residential apartments located in Manchester, New Hampshire. HB-AH is to operate exclusively to further the charitable purpose of Housing Benefits, HB-AH's sole member.

FIT was the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. During 2021, MEH legally dissolved and the program was absorbed by FIT's operations.

FIT also owns 100% of Family Outfitters, LLC (Outfitters), a limited liability corporation. Outfitters operates an independent thrift store in Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for FIT.

FIT is the sole member of The New Hampshire Coalition to End Homelessness (NHCEH), a statewide entity, whose mission is to "eliminate the causes for homelessness through research, education and advocacy."

Wilson Street Condominium Association (the Association) was established for the purpose of maintaining and preserving a five unit property located on Wilson Street in Manchester, New Hampshire. FIT is the majority owner of the Association.

FIT has several wholly-owned corporations which include Second Street Family Mill, Inc. (Family Mill), and Big Shady Tree, Inc. (Big Shady Tree) (collectively referred to as the General Partners), all of which are New Hampshire corporations. These wholly-owned corporations represent the .01% sole general partners in the Limited Partnerships, whereby Family Mill is a general partner of Family Bridge and Big Shady Tree is a general partner of Family Willows.

FIT has begun the redevelopment of its property located on 434 Union Street in Manchester, New Hampshire. The project will create 11 units of permanent, supportive housing for those experiencing homelessness.

1. Summary of Significant Accounting Policies

Principles of Consolidation

Since the General Partners have control of the Limited Partnerships, in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 810-20-25, *Consolidation*, the financial statements of the Limited Partnerships are required to be consolidated with these consolidated financial statements. The limited partners' ownership interest is reported in the consolidated statement of financial position as noncontrolling interest.

The consolidated financial statements include the net assets of FIT, the Limited Partnerships, Housing Benefits, HB-AH, Outfitters, NHCEH, the Association, and the General Partners (collectively referred to as the Organization). All significant inter-entity balances and transactions are eliminated in the accompanying consolidated financial statements.

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

Comparative Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classifications. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2020 consolidated financial statements, from which the summarized information was derived.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding to their consolidated 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 Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the 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 a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statement of activities.

All contributions are considered to be available for general use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as support with donor restrictions that increases net assets with donor restrictions. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

The Organization reports contributions of property or equipment as support without donor restrictions, unless a donor places explicit restriction on its use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk on these accounts.

Reserves are those deposits of cash and cash equivalents not generally available for operating costs, but restricted to particular uses including operating and replacement reserves for rental properties as well as certain other social services and programs.

Property and Equipment

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation, less accumulated depreciation. The Organization's capitalization policy requires the capitalization of capital expenditures greater than $1,000, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated. Following is a summary of estimated useful lives by asset category:

Land improvements	20 years
Buildings and improvements	3 - 40 years
Furniture and fixtures	3 - 10 years
Equipment	3 - 10 years
Vehicles	5 years

Rental Income

Rental revenue is recognized pro rata over each tenant's period of occupancy. A contract is entered into with a tenant and covers a period of twelve months. All rents are collected at the beginning of each month and are nonrefundable. A tenant has an option to cancel a lease at any time with a minimum of 30 days' notice, at which time the Organization will prorate the final rent payment through a tenant's expected move-out date.

When a contract is entered into with a tenant, the Organization collects a security deposit. The security deposits are maintained in separate cash accounts and a corresponding liability is recognized. Upon termination of a tenant's contract, the Organization assesses the condition of the unit being vacated. If it is determined a unit is vacated in a condition equivalent to when the tenant occupied the unit, the security deposit is refunded to the tenant. If a unit is determined to be vacated in a condition less than equivalent to when the tenant occupied the unit, the security deposit is retained and recognized as revenue.

Volunteer Services

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2021 and 2020 was approximately $540,000 and $410,000, respectively.

Functional Expense Allocation

The consolidated financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses allocated include salaries and benefits, depreciation and amortization, office and other expenses, which are allocated based on direct payroll hours by functional cost centers.

Change in Net Assets from Operations

The consolidated statements of activities include a measure of change in net assets from operations. Changes in net assets which are excluded from change in net assets from operations, include capital contributions and partner distributions which are considered non-operating.

Income Taxes

The Organization is a tax-exempt Section 170(b)(1)(A)(vi) public charity as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these consolidated financial statements.

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its consolidated financial statements for the impact thereof. As of December 31, 2021 and 2020, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

No provision for taxes on income is made in the Limited Partnerships' financial statements since, as partnerships, all taxable income and losses are allocated to the partners for inclusion in their respective tax returns.

The Association is not exempt from income taxes; however, the Code categorizes any profits realized by the Association from its member activities as reductions of members' contributions towards the operation of the condominium property and not as taxable income of the Association or its members. Accordingly, no provision for income taxes has been made in these consolidated financial statements.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 23, 2022, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

2. Availability and Liquidity of Financial Assets

As of December 31, 2021, the Organization has working capital, excluding current assets with donor restrictions, of $1,402,203 and average days (based on normal expenditures) cash and cash equivalents on hand of 43.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on long-term debt, and capital acquisitions not funded through replacement reserves or financed with debt, were as follows:

	2021	2020
Financial assets:		
Cash and cash equivalents	$ 2,533,606	$ 3,536,208
Accounts receivable	54,462	67,946
Grants and contributions receivable	779,471	1,691,498
Investments	2,704,576	1,235,007
Total financial assets	6,072,115	6,530,659
Donor-imposed restrictions:		
Restricted funds	(1,226,792)	(731,000)
Financial assets available at year end for current use	$ 4,845,323	$ 5,799,659

The Organization also has a line of credit available to meet short-term needs, as described in Note 6.

The Organization has replacement reserves and cash reserves designated for properties as part of its debt financing with New Hampshire Housing Finance Authority (NHHFA) which are only available when approved by NHHFA. As a result, these replacement reserves and cash reserves designated for properties are not considered available for general expenditure within the next year and are not reflected in the amount above. The goal for the Organization is to maintain a balanced budget while meeting the requirements of the various financing authorities.

3. Investments and Fair Value Measurement

The Organization reports investments in the consolidated statement of financial position at fair value with any realized or unrealized gains and losses reported in the consolidated statement of activities. Investments are exposed to various risks, including interest rate, market volatility and credit risks.

U.S. GAAP establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Fair value hierarchy requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of inputs used to measure fair value are:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

Investments measured at fair value on a recurring basis are summarized below:

	Level 1	
	2021	2020
Cash and cash equivalents	$ 24,481	$ -
Equity mutual funds	123,584	776,600
Equity securities	1,791,812	53,820
Fixed income mutual funds	764,699	404,587
	$ 2,704,576	$ 1,235,007

The Organization had no assets measured using Level 2 or Level 3 inputs at December 31, 2021 and 2020.

4. Property and Equipment

Property and equipment consisted of the following:

	2021	2020
Land	$ 3,764,378	$ 3,764,378
Land improvements	812,301	666,247
Buildings and improvements	41,388,854	41,923,542
Furniture and fixtures	1,187,879	1,057,806
Equipment	691,474	639,373
Vehicles	307,197	386,565
	48,152,083	48,437,911
Less: accumulated depreciation	14,825,448	14,011,995
Property and equipment, net	$ 33,326,635	$ 34,425,916

At December 31, 2021 and 2020, the Organization held $37,215,560 and $37,334,275, respectively, of land, land improvements, and buildings and improvements for the purpose of leasing to individuals. Accumulated depreciation on the land improvements, buildings and improvements at December 31, 2021 and 2020 was $11,094,410 and $10,319,415, respectively.

5. Development in Process

At December 31, 2021 and 2020, development in process consisted of various projects in process related to all of the properties owned by the Organization.

6. Line of Credit

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of $550,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4%. There was no outstanding balance as of December 31, 2021 and 2020.

7. Long-Term Debt

Long-term debt consisted of the following:

	2021	2020
A mortgage loan payable to NHHFA in monthly payments of $680, including interest at 1% and an escrow of $289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	$ 42,847	$ 46,492
A note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	163,283	163,283
A mortgage loan payable to St. Mary's Bank in monthly payments of $883, including interest at 5% for five years. After five years, the interest rate adjusts to match the then current Federal Home Loan Bank of Boston 5-year, 20-year amortizing rate plus 2.50%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in May 2034.	97,682	103,048
A mortgage loan payable to TD Bank, N.A. in monthly payments of $1,123, including interest at 4.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.	23,994	36,401
A mortgage loan payable to RBS Citizens Bank in monthly payments of $2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.	189,792	196,746
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property. Monthly payments of $1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.	120,869	128,086

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021
(With Comparative Totals for December 31, 2020)

A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2034. This note is nonrecourse.	**84,456**	84,456
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the $84,456 note payable.	**336,674**	336,674
A noninterest bearing note payable by Housing Benefits to Merrimack County, collateralized by Bicentennial property and various financing instruments. The note is due and payable in full in May 2033.	**260,000**	260,000
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Millyard II property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This note is nonrecourse.	**436,958**	445,068
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Millyard II property. Monthly payments of $1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.	**178,960**	193,172
A note payable by Housing Benefits to the City of Manchester, New Hampshire, collateralized by Millyard II property and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow, as defined. In any year where the Debt Coverage Ratio, as defined, exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is nonrecourse.	**212,938**	226,725
A noninterest bearing note payable by Housing Benefits to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by Millyard II property. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.	**250,000**	250,000

A mortgage note payable by Housing Benefits to the City of Manchester Community Improvement Program, collateralized by Millyard Families I real estate. The note is noninterest bearing and is due and payable in January 2027.	**230,000**	230,000
A second mortgage note payable by Housing Benefits to Community Development Finance Authority (CDFA), collateralized by Millyard Families I real estate. Monthly payments of $1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.	**6,686**	19,860
A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.	**850,000**	850,000
A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of $3,019 include principal and interest at 4.33%. The note is payable in full in November 27, 2023 and is guaranteed by FIT and Family Mill.	**375,832**	396,436
A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is noninterest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is nonrecourse.	**600,000**	600,000
A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.	**493,132**	505,816
A note payable by Family Willows to the City of Manchester, New Hampshire. The note is noninterest bearing and has an annual payment of $9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is nonrecourse.	**63,635**	72,726

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021
(With Comparative Totals for December 31, 2020)

A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of $1,922 include principal and interest at 3.25%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT and Big Shady Tree.	**221,623**	235,835
A mortgage note payable by Housing Benefits to NHHFA, collateralized by School & Third Street real estate and personal property. Monthly payments of $2,683 include principal and interest at 8% per annum. The note was paid off in 2021.	**-**	9,544
A second mortgage note payable by Housing Benefits to NHCLF, collateralized by School & Third Street real estate and personal property. The note bears no interest and monthly payments of $2,775 will commence on April 15, 2021 and continue until maturity in October 2039.	**592,650**	617,613
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Belmont Street real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.	**395,940**	413,575
A mortgage note payable from Housing Benefits to NHHFA, collateralized by Lowell Street real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.	**34,628**	34,628
A second, noninterest bearing, mortgage note payable from Housing Benefits to the City of Manchester, New Hampshire, collateralized by Lowell Street real estate. Annual payments equal to the greater of 25% of net cash flow, as defined, or $4,000 commenced in October 2012 and continue until the maturity date in June 2041.	**152,121**	156,022
A noninterest bearing promissory note payable from Housing Benefits to NHHFA collateralized by a mortgage and security agreement on Lowell Street real estate. The note is to be forgiven 1/15th annually over the low-income housing tax credit compliance period which ends in 2026, subject to compliance with certain requirements. During 2021 and 2020, $131,267 was recognized as revenue and support in the consolidated statement of activities.	**590,696**	721,963

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021
(With Comparative Totals for December 31, 2020)

A mortgage note payable from Housing Benefits to NHHFA, collateralized by Dover real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.	**216,148**	216,148
A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street. Annual payments of the greater of 25% of net cash flow, as defined, or $5,000 are due annually by October 1. The note is due in full by October 1, 2045.	**562,808**	567,808
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of $2,137 include principal and interest at 4.35%. The note is due in full by April 2024.	**363,729**	372,849
A vehicle loan payable in monthly payments of $472, including interest at 4.25%. The loan is due in March 2025 and is collateralized by the related vehicle.	**18,569**	20,560
A vehicle loan payable in monthly payments of $308, including interest at 4.75%. The loan is due in October 2023 and is collateralized by the related vehicle.	**6,507**	9,791
A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2045.	**750,000**	750,000
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of $991 include principal and interest at 3.015%. The note is due in full by October 2025.	**167,585**	174,276
A mortgage note payable to Peoples United Bank, collateralized by Hope House. Monthly payments of $2,283 include principal and interest at 4.94%. The note is due in full by January 2027.	**355,288**	364,674

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021
(With Comparative Totals for December 31, 2020)

A construction loan payable to Franklin Savings Bank, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. Housing Benefits has the ability to draw up to $825,000 on the promissory note. Monthly payments including principal, interest and escrow of $6,854 are due over a 30 year period starting September 2018 at 4.90% interest.	**687,042**	707,538
A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. The note has a borrowing limit of $720,000. Annual payments are due in amounts equal to 25% of surplus cash. The loan is due in full by November 1, 2047.	**711,845**	720,000
Three vehicle loans collateralized by an activity bus payable to Ford Credit in monthly payments of $392 at 5.9% annual interest rate. The loans are due and payable in March 2022.	**841**	15,937
A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 267 Wilson Street, 2nd Floor. The note has a borrowing limit of $1,655,323. As costs are incurred, Housing Benefits is to be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow, as defined, or $5,000 are due by October 1 commencing October 1, 2019. The note is due in full by October 1, 2047.	**1,448,182**	1,453,182
A noninterest bearing mortgage note payable to the City of Manchester, collateralized by real estate located at 267 Wilson Street, 3rd Floor. The note is funded by the City of Manchester's Community Improvement Program and the City of Manchester's Affordable Housing Trust Funds. The note has a borrowing limit of $531,252. As costs are incurred, Housing Benefits is to be reimbursed by the City of Manchester. Annual payments in the amount of 25% of net cash flow, as defined, are due by October 1 commencing October 1, 2019. The note is due in full by December 1, 2047.	**523,097**	531,252
A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located in Wolfeboro, New Hampshire. The note has a borrowing limit of $780,000. Annual payments in amounts equal to 25% of surplus cash. The loan is due in full by December 1, 2047.	**780,000**	780,000

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2021
(With Comparative Totals for December 31, 2020)

A mortgage note payable to NHHFA and is collateralized by the real estate and personal property of HB-AH, LLC on Concord Street in Manchester, New Hampshire. The mortgage is insured by the U.S Department of Housing and Urban Development through the Housing Finance Agency Risk Sharing Program authorized by Section 542(c) of the Housing and Community Development Act of 1992. Monthly payments of $6,745 are due for principal and interest at 4.20%. All remaining principal is due on May 1, 2059.	**1,525,843**	1,542,342
A technical assistance note payable to NHHFA to provide support to the Organization for renovations at the Union Street Shelter in Manchester, New Hampshire. If the renovation project is approved, NHHFA is expected to be the lead lender on renovations. If the renovation project is not approved NHHFA will forgive the borrowings. The noninterest bearing note payable is due at the time of closing on the construction loan.	**45,000**	44,079
A note payable to CDFA, collateralized by real estate located at 199 Manchester Street, Manchester, New Hampshire. Principal only payments are due for the first 18 months, at which time monthly payments include principal and interest at 2% will be required until December 2021.	**69**	9,268
A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located in Manchester, New Hampshire. The note has a borrowing limit of $1,134,188. The loan is due in full 40 years from the closing date.	**157,854**	-
A noninterest bearing construction loan payable to City of Manchester, New Hampshire, collateralized by real estate located in Manchester, New Hampshire. The note has a borrowing limit of $275,000.	**106,284**	-
	15,432,087	15,613,873
Less current portion	**300,631**	345,909
Less unamortized deferred costs	**85,278**	94,186
	$ 15,046,178	$15,173,778

Surplus cash for the purposes of these disclosures is as defined in the respective loan agreements.

Principal maturities of long-term debt over the next five years and thereafter are as follows:

2022	$ 300,631
2023	551,965
2024	661,132
2025	305,829
2026	161,341
Thereafter	13,451,189
	$ 15,432,087

Interest expense charged to operations, including amortization of deferred costs of $13,344, was $209,062 and $238,399 in 2021 and 2020, respectively.

8. Net Assets

At December 31, 2021 and 2020, net assets without donor restrictions are fully available to support operations of the Organization.

Net assets with donor restrictions were as follows:

	2021	2020
Investments to be maintained in perpetuity, income is to support general operations	$ 25,000	$ 25,000
Funds maintained with donor restrictions temporary in nature:		
The Family Place	53,258	134,190
Scholarships	26,664	19,264
Housing programs	164,098	35,000
Direct care for clients	407,049	147,904
Hope House	550,723	369,642
Total funds maintained with donor restrictions temporary in nature	1,201,792	706,000
Total net assets with donor restrictions	$ 1,226,792	$ 731,000

Net assets released from net assets with donor restrictions were as follows:

	2021	2020
Satisfaction of purpose restrictions:		
Operating releases		
The Family Place	$ 80,932	$ 9,280
Housing programs	35,000	55,000
Direct care for clients	132,225	103,321
Hope House	338,199	21,566
New Horizons for New Hampshire merger	-	76,944
Substance use disorder services	-	97,717
	$ 586,356	$ 363,828

9. Commitments

Under the terms of the Limited Partnerships' Regulatory Agreements with NHHFA, each Limited Partnership is required to make deposits to various escrow accounts to fund expected future costs.

Each Limited Partnership has entered into a Land Use Restriction Agreement with NHHFA, as a condition of the allocation of low-income housing tax credits by NHHFA. Pursuant to the covenant, the Limited Partnerships are required to remain in compliance with Code Section 42 for the compliance period and an extended use period, unless terminated sooner.

10. Retirement Plan

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed $107,457 and $99,580 during the years ended December 31, 2021 and 2020, respectively.

11. Noncontrolling Interest

Noncontrolling interest, as shown in the consolidated statement of financial position, represents investments by limited partners in the Limited Partnerships as follows:

Limited Partner	Property	2021	2020
BCCC, Inc.	Family Bridge	$ -	$ 10
Boston Financial Corporate	Family Bridge	-	607,520
Housing Benefits, Inc.	Family Bridge	377,898	-
BCCC, Inc.	Family Willows	10	10
Boston Financial Midway	Family Willows	1,637,281	1,737,255
		$ 2,015,189	$ 2,344,795

12. Uncertainty

On March 11, 2020, the World Health Organization declared the coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of the global pandemic, COVID-19, by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Many sectors are experiencing disruption to business operations. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and the scale of government actions to mitigate them. To date, the U.S. government has passed legislation which allows for increased funding to states to assist in paying for costs associated with COVID-19. Therefore, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

During 2020, the Organization received $1,188,400 under the CARES Act Paycheck Protection Program (PPP). The PPP funding has specific criteria for eligibility and provides for forgiveness of the funds under the program if the Organization meets certain requirements. Any portion of the funds that are not forgiven were to be repaid within 5 years at 1%. In November 2020, the Organization received notification of full forgiveness and was included in CARES Act grants in the consolidated statement of activities for the year ended December 31, 2020.

During 2021 and 2020, the Organization was awarded $347,447 and $2,832,815, respectively, from the State of New Hampshire's Governor's Office for Emergency Relief and Recovery (GOFERR). The GOFERR grants are pass-through grants provided to the State of New Hampshire through the CARES Act. The GOFERR grants are to be used by the Organization to cover eligible costs outlined in the grant agreements. At December 31, 2021 and 2020, the Organization satisfied the terms and conditions of the grant agreements and recognized the revenue which is included in CARES Act grants in the consolidated statement activities for the years ended December 31, 2021 and 2020.

During 2021 and 2020, the Organization was awarded $1,322,840 and $162,437, respectively, under the McKinney Emergency Shelter Grant Program. The funds were provided to decompress the shelters as a result of the COVID-19. The grant was paid on a reimbursement basis as qualifying expenses were incurred. At December 31, 2021 and 2020, the Organization satisfied the terms and conditions of the awards and recognized the revenue which is included in CARES Act grants in the consolidated statement activities for the years ended December 31, 2021 and 2020.

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

SUPPLEMENTARY INFORMATION

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Financial Position

December 31, 2021

ASSETS

	Families In Transition - Operating	Limited Partnerships	Housing Benefits	Family Outfitters	The New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	With Donor Restrictions	Eliminations	Total
Current assets									
Cash and cash equivalents	$ 722,833	$ 45,847	$ 217,763	$ 110,410	$ 228,822	$ 6,139	$ 1,201,792	$ -	$ 2,533,606
Accounts receivable	84,544	10,636	24,300	879	-	-	-	(65,897)	54,462
Grants and contributions receivable	779,471	-	-	-	-	-	-	-	779,471
Prepaid expenses	97,886	15,177	33,690	-	-	1,552	-	-	148,305
Due from related parties	1,970,270	1,814	26,632	86,403	-	-	-	(2,085,119)	-
Other current assets	3,445	15,931	32,678	-	-	-	-	-	52,054
Total current assets	3,658,449	89,405	335,063	197,692	228,822	7,691	1,201,792	(2,151,016)	3,567,898
Replacement reserves	90,178	125,386	294,821	-	-	33,415	-	-	543,800
Reserve cash designated for properties	88,427	260,024	438,593	-	-	-	-	-	787,044
Related party notes receivable	1,725,799	-	-	-	-	-	-	(1,725,799)	-
Accrued interest receivable on related party notes	1,344,742	-	-	-	-	-	-	(1,344,742)	-
Investments	2,679,576	-	-	-	-	-	25,000	-	2,704,576
Investment in related entities	1,247,739	-	25,051	-	-	-	-	(1,271,790)	1,000
Property and equipment, net	7,420,192	7,114,322	18,755,158	18,467	-	18,496	-	-	33,326,635
Development in process	416,959	-	-	-	-	-	-	-	416,959
Total assets	$ 18,672,061	$ 7,589,137	$ 19,848,686	$ 216,159	$ 228,822	$ 59,602	$ 1,226,792	$ (6,493,347)	$ 41,347,912

LIABILITIES AND NET ASSETS

Current liabilities									
Current portion of long-term debt	$ 101,515	$ 67,852	$ 131,264	$ -	$ -	$ -	$ -	$ -	$ 300,631
Accounts payable	211,220	89,383	52,479	1,352	27,320	921	-	(82,679)	299,996
Accrued expenses	207,788	837,425	569,216	11,479	-	-	-	(1,344,742)	281,146
Due to related parties	125,946	217,812	1,724,031	-	548	-	-	(2,068,337)	-
Other current liabilities	6,442	27,506	46,578	-	-	-	-	-	80,526
Total current liabilities	652,891	1,239,978	2,523,568	12,831	27,868	921	-	(3,495,758)	962,299
Long-term debt, net of current portion and unamortized deferred costs	1,860,532	3,573,193	11,338,252	-	-	-	-	(1,725,799)	15,046,178
Total liabilities	2,513,423	4,813,171	13,861,820	12,831	27,868	921	-	(5,221,557)	16,008,477
Net assets									
Net assets without donor restrictions - controlling interest	16,158,638	760,777	5,986,866	203,328	200,954	58,681	-	(1,271,790)	22,097,454
Net assets without donor restrictions - noncontrolling interest	-	2,015,189	-	-	-	-	-	-	2,015,189
Total net assets without donor restriction	16,158,638	2,775,966	5,986,866	203,328	200,954	58,681	-	(1,271,790)	24,112,643
Net assets with donor restrictions	-	-	-	-	-	-	1,226,792	-	1,226,792
Total net assets	16,158,638	2,775,966	5,986,866	203,328	200,954	58,681	1,226,792	(1,271,790)	25,339,435
Total liabilities and net assets	$ 18,672,061	$ 7,589,137	$ 19,848,686	$ 216,159	$ 228,822	$ 59,602	$ 1,226,792	$ (6,493,347)	$ 41,347,912

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Activities

Year Ended December 31, 2021

	Families In Transition - Operating	Limited Partnerships	Housing Benefits	Family Outfitters	New Horizons for New Hampshire	Manchester Emergency Housing	The New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	Eliminations	Without Donor Restrictions Total	With Donor Restrictions	Total
Revenue and support												
Federal, state and other grant support	$ 2,824,911	$ -	$ 463,909	$ -	$ -	$ -	$ -	$ -	$ (414,678)	$ 2,874,142	$ 1,082,148	$ 3,956,290
CARES Act grants	1,670,287	-	-	-	-	-	-	-	-	1,670,287	-	1,670,287
Rental income, net of vacancies	289,331	687,127	1,456,682	-	-	-	-	98,190	(147,961)	2,383,369	-	2,383,369
Thrift store sales	-	-	-	592,005	-	-	-	-	-	592,005	-	592,005
Public support	2,462,321	-	200,135	65	-	-	80,134	-	(242,367)	2,500,288	-	2,500,288
Special events	342,619	-	-	-	-	-	-	-	-	342,619	-	342,619
Property management fees	1,144,686	-	-	-	-	-	-	-	(1,144,686)	-	-	-
Unrealized gain on investments	234,310	-	-	-	-	-	-	-	-	234,310	-	234,310
Loss on disposal of property and equipment	(260,590)	(2,045)	(3,463)	-	-	-	(1,315)	-	-	(267,413)	-	(267,413)
Interest income	96,244	286	1,965	-	-	-	-	29	(96,190)	2,334	-	2,334
In-kind donations	42,933	-	-	-	-	-	-	-	-	42,933	-	42,933
Forgiveness of debt	-	-	131,267	-	-	-	-	-	-	131,267	-	131,267
Medicaid reimbursements	415,708	-	-	-	-	-	-	-	-	415,708	-	415,708
Other income	151,398	41,048	119,788	6,191	-	-	600	-	(171,277)	147,748	-	147,748
Net assets released from restrictions	586,356	-	-	-	-	-	-	-	-	586,356	(586,356)	-
Total revenue and support	10,000,514	726,416	2,370,283	598,261	-	-	79,419	98,219	(2,217,159)	11,655,953	495,792	12,151,745
Expenses												
Program activities	8,425,812	1,055,747	2,697,457	496,854	-	-	54,626	100,813	(2,144,734)	10,686,575	-	10,686,575
Fundraising	588,381	-	221,060	-	-	-	-	-	-	809,441	-	809,441
Management and general	893,140	-	333,718	-	-	-	-	-	-	1,226,858	-	1,226,858
Total expenses	9,907,333	1,055,747	3,252,235	496,854	-	-	54,626	100,813	(2,144,734)	12,722,874	-	12,722,874
Excess (deficiency) of revenue and support over expenses	93,181	(329,331)	(881,952)	101,407	-	-	24,793	(2,594)	(72,425)	(1,066,921)	495,792	(571,129)
Capital contributions	-	-	-	-	-	-	-	3,751	-	3,751	-	3,751
Member distributions	-	-	(18,257)	-	-	-	-	-	18,257	-	-	-
Partnership distributions	-	(3,084)	-	-	-	-	-	-	2,776	(308)	-	(308)
Equity transferred resulting from dissolution	5,468,159	-	-	-	(5,639,571)	171,412	-	-	-	-	-	-
Change in net assets	$ 5,561,340	$ (332,415)	$ (900,209)	$ 101,407	$ (5,639,571)	$ 171,412	$ 24,793	$ 1,157	$ (51,392)	$ (1,063,478)	$ 495,792	$ (567,686)

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Activities

Year Ended December 31, 2021

	Program Activities										
	Families In Transition - Operating	Limited Partnerships	Housing Benefits	Family Outfitters	The New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	Program Activities Total	Fundraising	Management and General	Eliminations	Total
Salaries and benefits											
Salaries and wages	$ 3,849,367	$ -	$ 579,346	$ 283,233	$ -	$ -	$ 4,711,946	$ 442,872	$ 664,307	$ -	$ 5,819,125
Employee benefits	405,748	-	92,664	21,465	-	-	519,877	49,841	74,761	-	644,479
Payroll taxes	304,824	-	38,267	23,293	-	-	366,384	34,309	51,464	-	452,157
Total salaries and benefits	4,559,939	-	710,277	327,991	-	-	5,598,207	527,022	790,532	-	6,915,761
Advertising	3,498	-	-	13,668	500	-	17,666	350	525	-	18,541
Bad debts	7,740	-	17,958	-	-	-	25,698	-	-	-	25,698
Bank charges	11,661	404	415	8,246	60	5	20,791	1,207	1,811	-	23,809
Condominium association fees	-	-	73,104	-	-	-	73,104	-	-	(58,529)	14,575
Consultants	72,570	-	5,850	3,988	209	-	82,617	7,842	11,763	-	102,222
COVID expenses	22,161	-	-	-	-	-	22,161	2,216	3,324	-	27,701
Depreciation	321,890	280,321	614,718	3,404	170	4,485	1,224,988	93,661	140,492	-	1,459,141
Events	16,295	-	6,250	-	6,592	-	29,137	-	-	-	29,137
Food	196,374	-	42,098	-	-	-	238,472	-	-	-	238,472
General insurance	44,994	38,016	70,379	2,318	742	14,397	170,846	11,537	17,306	-	199,689
Interest expense	32,606	82,927	145,254	-	-	-	260,787	17,786	26,679	(96,190)	209,062
Management fees	90,948	243,505	727,203	-	34,420	25,973	1,122,049	-	-	(1,123,653)	(1,604)
Meals and entertainment	3,921	-	396	-	-	-	4,317	432	648	-	5,397
Membership dues	8,730	-	-	-	540	-	9,270	873	1,309	-	11,452
Office supplies	82,547	3,671	22,983	9,451	3,569	70	122,291	10,553	15,829	-	148,673
Operational expenses - other	362,333	-	-	-	-	-	362,333	-	-	-	362,333
Participant expenses	79,545	2,271	6,615	-	5,000	-	93,431	-	-	-	93,431
Postage	6,770	-	110	17	-	-	6,897	688	1,033	-	8,618
Printing	14,350	-	72	818	1,880	-	17,120	1,442	2,164	-	20,726
Professional fees	90,368	31,952	49,729	4,000	-	3,200	179,249	14,010	21,014	-	214,273
Related entity expenses	1,328,050	(100)	(611,020)	60,000	-	-	776,930	-	-	(776,930)	-
Rent	64,632	-	-	24,800	-	-	89,432	-	-	(89,432)	-
Rental subsidies	265,605	-	-	-	-	-	265,605	-	-	-	265,605
Repairs and maintenance	223,916	133,698	268,711	18,416	-	36,264	681,005	49,263	73,895	-	804,163
Staff development	22,598	-	3,620	187	100	-	26,505	2,622	3,933	-	33,060
Taxes	52,991	70,848	209,048	183	-	-	333,070	-	-	-	333,070
Technology support	157,444	1,837	2,243	117	686	-	162,327	15,968	23,953	-	202,248
Telephone	77,568	719	24,324	1,535	-	2,252	106,398	10,189	15,284	-	131,871
Travel	23,078	-	5,629	84	158	-	28,949	2,871	4,306	-	36,126
Utilities	103,195	165,678	285,896	17,631	-	14,167	586,567	38,909	58,363	-	683,839
Workers' compensation	77,495	-	15,595	-	-	-	93,090	-	12,695	-	105,785
Total expenses	$ 8,425,812	$ 1,055,747	$ 2,697,457	$ 496,854	$ 54,626	$ 100,813	$ 12,831,309	$ 809,441	$ 1,226,858	$ (2,144,734)	$ 12,722,874

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

Families in Transition

Board of Directors

Roy Tilsley, Chair
Bernstein Shur, Shareholder
Board member since 2018

Heather Whitfield, Vice Chair
People's United Bank, Sr. Vice President
Board member since 2018

Frank Saglio, Treasurer
Karr & Boucher, PLLC
Board member since 2018

Kristi Scarpone, Secretary
FIRST, Director of Corporate Relations & Field Development Strategy
Board member since 2018

Dick Anagnost, At Large
Anagnost Companies, President
Board member since 2018

Scott W. Ellison, Esquire Prior Chair
COOK, LITTLE, ROSENBLATT & MANSON, PLLC, Partner
Board member since 2018

Robert Bartley
Bartley Financial Advisors, President, CPA, CFP
Board member since 2018

Colleen Cone,
Comcast, Vice President, Human Resources
Board member since 2018

Alison Hutcheson
Merchants Fleet, Associate Director, Legal
Board member since 2018

AnnMarie French
NH Fiscal Policy Institute, Executive Director
Board member since 2018

Rev.1/1/2022 RS

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

Families in Transition

Brian Hansen
Worker Bee Fund, Founder
Board member since 2018

Brian Mikol
Spectrum Marketing, Co-Owner
Board member since 2018

Kitten Stearns
Realtor, Coldwell Banker Residential Brokerage
Board member since 2018

Mary Ann Aldrich
Dartmouth Hitchcock, Sr. Advisor Community & Relations, External Affairs
Board member since 2018

Roy Ballentine
Ballentine Partners, LLC, Executive Chairman,
Board member since 2019

Sarah Jacobs
AmeriCorps/Portfolio Manager
Board member since 2018

Sean Leighton
City of Manchester Police Department, Captain
Board member since 2019

Rev. Gayle Murphy
Minister At Large-United Church of Christ
Board member since 2020

Michael McCormick
Business Development Executive, Capgemini Financial Services
Board member since 2020

Michael Simoneau
Members First Credit Union, SVP, Community Outreach Officer
Board member since 2021

Chad Campbell
SilverTech Inc., Vice President of Sales
Board member since 2021

Rev.1/1/2022 RS

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

Families in Transition

Danielle Pliska
FIRST, Vice President, Finance
Board member since 2021

Robert Bonfiglio
Rise Private Wealth Management, Co-Founder
Board member since 2021

Melissa Szymanowski
Coca-Cola, Beverages Northeast, Human Resources Director
Board member since 2021

Stephen Norton
Solution Health, Chief Strategy Officer
Board member since 2021

Susan Harrington
Brewster Academy, Chief Financial Officer
Board member since 2022

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

Michael Lynch

Authorized to work in the US for any employer

Work Experience

Program Representative

Youth Villages - Manchester, NH
March 2019 to Present

- Maintain and develop relationships with referral sources and State agencies
- Oversee Census projections for the program
- Complete monthly billing.
- Complete referral assessments
- Coordinate admissions and discharges with treatment team.
- Create and Distribute materials to increase program referrals

Family Intervention Specialist

Youth Villages - Manchester, NH
September 2018 to March 2019

- Providing in-home counseling services for at-risk youth and families.
- Meeting with youth and families three times weekly to address each family's needs.
- Providing after hours support to youth and families utilizing a rotating on-call schedule.
- Collaborating with youth, family, teachers, and other community members working towards the success of the youth; that could be attending court or meeting with teachers; it depends on what your families' needs are in any given week.
- Providing a strengths-based approach utilizing counseling and social work skills.

Clinical Case Manager

Greater Nashua Mental Health Center - Nashua, NH
September 2016 to August 2018

Provided intensive case management
Held a case load of 15
Provided interventions such as case management and clinical services.
Trained in Dual Diagnosis Treatment
Provided 24 hour on call support

Program Director

Alliance House, NFI Massachusetts - Lowell, MA
March 2016 to September 2016

- Ensured program met all standards according to agency policies
- Provided direct supervision to management team
- Oversaw all hiring within the program

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

- Conducted bi-weekly supervision with program supervisors
- Maintained an annual budget for all program needs
- Provided 24/7 on call support
- Built strong working relationships with state agencies and funding sources

Floating Assistant Program Director

NFI Massachusetts
September 2014 to March 2016

- Oversee the day to day operations of residential programs
- Conducted bi-weekly supervision with program supervisors
- Oversaw staffing and scheduling needs for programs of 9 and 12 residents
- Maintained a weekly budget for all program needs
- Provided 24/7 on call support
- Provided additional support for staff and clients
- Build good working relationships with state agencies

Education Coordinator

Northeast Diversion (NFI) - Haverhill, MA
September 2013 to September 2014

- Conducted bi-weekly supervisions with direct care providers
- Coordinated school arrangements for clients
- Attended IEP and 504 planning meetings for clients
- Advocated for client and family's needs to school districts
- Worked directly with school districts to set up accommodations for clients
- Developed an original life skills curriculum adapted from PAYA
- Develop relationships with community organizations

Supervisor

Northeast Diversion (NFI) - Haverhill, MA
May 2009 to September 2013

- Conducted bi-weekly supervisions with up to seven direct care counselors
- Oversee daily operations for residential treatment program
- Organized team building activities for staff and clients
- Responsible for weekly staff schedule
- Participated in weekly staff, management and clinical meetings
- Participated in client review meetings
- Organized and maintained a menu for as many as twelve residents
- Input bi weekly payroll information for staff of twenty

Education

Master's In Community Mental Health

Southern New Hampshire University - Manchester, NH
2013 to Present

Bachelor of Arts in Criminal Justice

Lasell College - Newton, MA

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

2004 to 2009

High School Diploma

Timberlane Regional High School - Plaistow, NH
2000 to 2004

Skills

- Microsoft Office (10+ years)
- Case Management
- Outlook
- Organizational Skills
- Documentation
- Time Management
- Individual / Group Counseling
- Program Management
- Curriculum Development
- Crisis Intervention
- Behavioral Therapy
- Social Work
- Group Therapy
- Leadership (8 years)
- Presentation Skills
- Crisis Management
- Program Development

Certifications and Licenses

First Aid Certification

Assessments

Management & leadership skills: Planning & execution — Expert

October 2021

Planning and managing resources to accomplish organizational goals
Full results: Expert

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

Lauren Berman

Professional Experience

2018-Present **Director of Programs, Community Action Partnership of Strafford County, NH**

- Manage over 20 programs, including outreach services; electric and fuel assistance; housing and homeless initiatives (federal and state-funded); weatherization; senior services and transportation.
- Prepare and develop annual program budgets totalling 8 million.Prepare grant proposals for current and new programs.
- Hire, train, mentor and manage 20-person staff.
- Developed program goals based on the organization's strategic objectives by building additional homeless services in Strafford County. Expanded our geographic coverage and homeless drop day center.
- Oversaw the development and operation of our first seasonal winter shelter and warming center in 2020-21.

2015-2018 **Housing Stability Manger, Community Action Partnership of Strafford County**

- Assisted clients with obtaining housing eligibility documentation.
- Assisted clients in identifying emotional, financial, and housing barriers while utilizing their strengths to develop a case management plan.
- Executed the Housing First Approach to create a strength-based case management plan for the client.
- Met with clients weekly to assess and assist family needs.
- Established and maintained positive, productive working relationships with team members, mental health professionals, shelters, law enforcement, and other community partners.
- Proactively identified programmatic challenges and issues and provided recommendations for improvement.

2010-2015 **Welfare Officer, City of Somersworth, Somersworth, NH**

- Administered the general assistance program in accordance with the City of Somersworth Assistance Guidelines and RSA:165.
- Established and maintained relationships with other agencies and organizations in the community to ensure that services were not duplicated.
- Worked with applicants to ensure that all necessary information is submitted to determine eligibility.
- Made referrals when necessary., i.e., Homeless shelters, food pantries.
- Updated the current City Guidelines 2015.

2004-2010 **Founder and Partner, Good Works Employment Services York County**

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

- Co-founder and partner of Good Work Employment Services (GWES), a locally run company committed to assisting individuals in finding gainful employment, continuing their education, securing volunteer opportunities, and obtaining housing. Clients referred to GWES by the Bureau of Vocational Rehabilitation (VR), DHHS ASPIRE and Child Protective Services, school districts and private insurers.

Education

2019-2020	**Alumni of Leadership New Hampshire**	**New Hampshire**
2017-2018	**Alumni of Leadership Seacoast**	**Seacoast, NH**
1999	**B.S. Therapeutic Recreation Ithaca College**	**Ithaca, NY**

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

Krystina Fisher

WORK EXPERIENCE

Program Support Staff
Families in Transition - Manchester, NH - March 2017 to Present

Assistant Teacher
Alpha Bits Learning Center - Manchester, NH - October 2016 to January 2017

Babysitter/Nanny/Housekeeper
Derry, NH - May 2013 to June 2016

Gift Wrapper- Volunteer
Breathe New Hampshire - 2013 to 2016

Cheerleading Coach
Derry Demons - Derry, NH - June 2014 to January 2015
Youth cheer coach for ages 5-9 years old.

EDUCATION

Associates in Behavioral science
Manchester Community College - Manchester, NH
2016 to 2020
Pinkerton Academy
2011 to 2015

CERTIFICATIONS/LICENSES

Seizure training
CPR/AED Certified

ADDITIONAL INFORMATION

Computer SKILLS
Proficient with Microsoft Word, and PowerPoint, and Internet

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

Daniel McCrea

Work Experience

[2004-Current] All Brite Cleaning and Restoration Laconia, NH

Restoration Manager

- Create/Maintain daily work schedules
- Oversee/Supervise the work and production of 7 - 2 man crews
- Truck Maintenance
- Carpet cleaning
- Inventory control
- Daily checks on all water and fire damage jobs
- Water, fire and mold damage, carpet, hard surface and strip and wax estimates
- Work closely adjusters and customers to ensure proper function business
- General construction and demolition

[1995-2004] Fire Clean-up Services Belmont, NH

Technician/Manager

- Water/fire damage job technician
- Supervised technicians on daily jobs
- Inventory control
- Worked closely with the owner to help maintain company efficiency
- Carpet Cleaning

Education

[1989-1993] Laconia High School Laconia, NH

High School Diploma 1993 – General Academic

Training/Certification & Skills

- Mold certification through ASCAR
- Certification from IICRC in the following:
  - Fire & Smoke Restoration
  - Applied Structural Drying
  - Stone Masonry/Ceramic Tile Cleaning
  - Water Damage Restoration
  - Carpet Cleaning
  - Color Repairs

- TESS Drying School in Georgia
- NH Lead Certification
- Omega and Sonic Tank Training
- Sodium Bicarbonate Blasting and Ice Blasting

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

Meghan Shea, LICSW, MLADC

Operations focused leader with more than 16 years of experience in nonprofit social service field. Success in building a strong infrastructure to support fast growth and operations across Emergency Sheltering, Supportive Housing Programming, Substance Use Treatment and Food Insecurity Programming.

EDUCATION / LICENSURE

Master – Licensed Alcohol and Drug Counselor (MLADC)	**September 2010- Present**
Licensed Independent Clinical Social Worker	**October 22, 2012-Present**
Master of Social Work, University of New Hampshire	**May 2010**
Bachelor of Art, Social Work, University of New Hampshire	**May 2006**

EMPLOYMENT

Chief Program Officer
Families in Transition **September 1, 2020**

- **Program Direction**: Advise employee based talent in effective leadership of programs based on the agency's mission and priorities as defined in the strategic plan.
- **Program Assessment and Improvement**: In conjunction with Executive Leadership, assess community needs and program effectiveness. Look for opportunities to increase program impact and pursue those opportunities with the leadership management of the supportive services and clinical departments. Provide oversight of program outcomes and best efficiency to garner the data for sustaining dashboard outcomes.
- **Program Sustainability**: Complete Program Viability Review annually and as needed based on funding opportunities or transitions.
- **Funding**: Work with program managers and directors to maintain positive working relationship with funders. Work with other internal and external stakeholders to assess and pursue funding opportunities. Provide oversight of compliance with funding source requirements and adherence to reporting requirements.
- **Project Management and Administrative Coordination**: Work with leadership and relevant stakeholders to provide structure and support for project management related to new program initiatives or developments.
- **Budget Supervision**: Responsible for the oversight and monitoring of the annual program budgets. Assist with development of budgets each year with Executive Team and program management. Provide oversight to program management related to monitoring the appropriate allocation and expenditures of time-sensitive funded expenses.
- **Compliance** – Ensure compliance with all regulatory and licensing requirements. This includes having continuing dialogue and effective reporting with external agencies.
- **Leadership**: provide mentoring, guidance, supervision, and professional development to all leadership staff; and enhance the structure of the organization by staying abreast of developments in clinical & supportive services workforce and education.
- **Systems Improvements**: Focusing on systems/process improvement. Promote regular and ongoing opportunities for all staff to give feedback on program operations. Coordinate with program management regular system reviews and implementation of identified opportunities for improved efficiency, quality and enhanced program outcomes.
- **Program Quality**: Provide, prioritizes, and implements evidence-based, state of the art,

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

innovative solutions to the myriad of issues facing individuals experiencing homelessness, food insecurity, substance use and mental health disorders.

Vice President, Clinical & Supportive Services
Families in Transition-New Horizons **December, 2017-Sept 2020**

- Oversees all clinical and supportive services at Families in Transition-New Horizons including emergency shelter, transitional and permanent supportive housing, Substance Use Treatment and Recovery Services, Recovery Housing and programming.
- Quality of control of healthcare facilities licensure.
- Oversight of fidelity of evidence based practices and models.
- Oversight of staff competencies and required trainings for best practices across the agency.
- Supervision of agency six program managers and two directors
- Provide clinical supervisor for licensure and certifications.
- Quality control of all billing policies and procedures.

Receivership- Interim Executive Director **December, 2017- April 2018**
Serenity Place

- Provided program and staff management during the receivership
- Facilitated with program distribution to other entities in the community
- Provided oversight to clinical programming to ensure continued services during agency closure.
- Participated in community collaboration with key stakeholders to rebuild the Safe Station model.

Therapist **January 2014- November 2019**
Bedford Family Therapy

- Treat a caseload of 15 clients in a private outpatient group practice
- Utilize various evidence based practices CBT,DBT, and Seeking Safety skills to help clients meet their own individual goals
- Conduct Drug and Alcohol assessments
- Active participant in DWI Offender Program providing mandated outpatient session for individuals coming from the Impaired Drivers Program
- Participate in weekly supervision with other licensed clinicians part of the private group practice.

Clinical Director
Families in Transition **Sept 1st, 2016- December, 2017**

- Oversee and manage Sr. Housing Program Manager who supervises the supportive services department with up to 25 staff providing housing (emergency, transitional and permanent) and supportive services with capacity to serve 200 homeless individual and families. Supportive services encompass individual case management, therapy, psycho-educational workshops, pro-social family activities and crisis intervention.
- Oversee the Family Willows Program Manager who supervises 11 clinical staff who conduct co-occurring treatment to women only
- Develop and staff Recovery Housing program and implementation of newest housing and supportive service programming
- Develop and oversight Open Doors outpatient programming for all transitional housing programs of FIT
- Ensure quality programming across Families in Transitions clinical department
- Provide training within the organization and community on substance misuse in NH.
- Administer all program policies and procedure for Families In Transition's various Supportive Service
- Oversight of billing components of all levels of Co-occurring treatment.

Program Manager, Willow Substance Use Treatment Program **September 2014-2016**
Families In Transition

- Manage the day to day operations for the Willows Substance Use Program including six staff members
- Transitioned the program from grant funded to billing all commercial insurances
- Increased accessibility of treatment from 86 clients in 2013 to 250 in 2016.
- Provided clinical and administrative oversight
- Carried a caseload of 12-15 individual clients providing co-occurring evidence base therapeutic interventions.
- Facilitated Intensive Outpatient treatment in a group setting on a weekly basis to group of 12 women.
- Provided training and education to staff on clinical intervention and best practices in the group setting.

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

Therapist **May 2010- September 2014**
Families In Transition

- Facilitated Intensive Outpatient Programing in a group setting daily for up to 12 clients
- Carried a caseload of up to 15 people for individual therapy.
- Provided crisis services for the hotline of Families In Transition
- Conducted Substance Use Disorder Assessments for incoming clients
- Produced treatment plans, progress notes and supporting documentation in a timely manner
- Helped implement new curriculum changes in the treatment programming

MSW Intern **May 2009 to May 2010**
Bedford Counseling – Mental Health Center of Greater Manchester

- Conducted intake interviews for new, adult clients and develop comprehensive psycho-social assessments to include diagnosis and substance use assessments
- Provided psychotherapeutic intervention services to twenty-two individuals using brief treatment and cognitive behavioral interventions
- Attended therapeutic workshops pertaining to dual-diagnosis, behavioral health and client driven treatment planning

Case Manager **June 2006- May 2010**
Families In Transition

- Provided in home case management services to 30 individuals and families to enhance housing stability among the homeless population.
- Provided crisis hotline coverage for all clinical programming of Families In Transition
- Conducted program interviews for the community support program
- Maintained all files with updated documentation, clear and concise progress notes and treatment plans
- Facilitated workshops to help enhance overall wellness to participants of the program
- Collaborated with community partners to increase referral resources

PROFESSIONAL MEMBERSHIPS

Providers Association Board of Directors-Vice President of Treatment	**July 2014 to June 2020**
NH Correctional Facility for Women's Citizen's Advisory Board	**December 2019- Present**
NH Alcohol & Drug Abuse Counselors Association	**January 2012 to Present**
Member of the Manchester Substance Use Collaborative	**March 2012 to Present**

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

FIT SGIA 2022-2023
Key Personnel

Name	Title	Salary	% paid from contract
Meghan Shea	Chief Programs Officer	125,000	10%
Dan McCrea	Program Manager	62,000	20%
Mike Lynch	Director of Shelter Operations	85,000	50%
Lauren Berman-Lefebvre	Director of Housing/Supportive Services	78,000	30%
TBD	Program Manager	57,680	50%
Krystina Fisher	Case Manager	41,000	50%

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

Amt pd this contract
12,500
12,400
42,500
23,400
28,840
20,500

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

15 mac

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

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

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

April 6, 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 amend existing contracts with the vendors listed below in bold, for the continued provision of the State Grant in Aid (SGIA) Homeless Assistance program, by exercising contract renewal options by increasing the total price limitation by $5,665,716 from $8,882,604 to $12,548,320 and by extending the completion dates from June 30, 2021 to June 30, 2023 effective upon Governor and Council approval. 100% General Funds.

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

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Bridge House Shelters	**165288 - B001**	**Plymouth NH**	**$142,620**	**$122,348**	**$264,968**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**
Community Action Partnership of Strafford County	177200 - B004	Dover NH	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	$0	$0	$0	O: 06/19/19 (Item #40)
Concord Coalition to End Homelessness	**267140 - B001**	**Bow NH**	**$68,709**	**$117,236**	**$185,945**	**O: 06/19/19 (Item #40) A1: July 15, 2020 Item #20**
Cross Roads House	**166570 - B001**	**Portsmouth NH**	**766,784**	**$623,974**	**1,390,758**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

Families in Transition, NH	157730 - B001	Manchester NH	$1,658,284	$1,284,654	$2,942,938	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Friends Program	154987 - B001	Concord NH	$174,710	$0.00	$174,710	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Helping Hands Outreach Center	174226 - R001	Manchester NH	$209,516	$195,756	$405,272	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Hundred Nights, Inc.	TBD	Keene NH	$220,854	$214,110	$434,964	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Lakes Region Community Developers	156571 - B001	Laconia NH	$88,761	$116,230	$204,991	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Marguerites Place	157465 - B001	Nashua NH	$186,836	$140,700	$327,536	O: 06/19/19 (Item #40) Item #40 A1: 07/15/20 (Item #20)
My Friend's Place	156274 - B001	Dover NH	$177,231	$128,466	$305,697	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Nashua Soup Kitchen & Shelter, Inc.	174173 - R001	Nashua NH	$284,806	$183,522	$468,328	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
New Generation	177295 - B001	Greenland NH	$162,400	$134,582	$296,982	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	$791,802	$887,024	$1,678,826	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

Salvation Army Carey House, Laconia	**177627 - B001**	**Laconia NH**	**$200,062**	**$244,696**	**$444,758**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Salvation Army McKenna House, Concord, Eastern Territory	**177627 - B003**	**Concord NH**	**$312,915**	**$256,930**	**$569,845**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Seacoast Family Promise	**TBD**	**Exeter NH**	**$94,661**	**$85,644**	**$180,305**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Southern NH Services	177198 - B006	Manchester NH	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Southwestern Community Services	**177511 - R001**	**Keene NH**	**$527,563**	**$464,922**	**$992,485**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Front Door Agency	**156244 - B001**	**Nashua NH**	**$287,991**	**$269,166**	**$557,157**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Way Home, Inc.	**166673 - B001**	**Manchester NH**	**$140,656**	**$116,230**	**$256,886**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Tri-County CAP, Inc.	**177195 - B009**	**Berlin NH**	**$126,299**	**$79,526**	**$205,825**	**O: 07/10/19 Item #16 A1: 07/15/20 (Item #20)**
Waypoint	177166 - B002	Manchester NH	$252,556	$0.00	$252,556	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A1: 07/15/20 (Item #20)
		Total:	$6,882,604	$5,665,716	$12,548,320	

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue State Grant in Aid (SGIA) Homeless Assistance program .to ensure individuals and families experiencing housing instability receive the essential services and supports that include case management and emergency shelter services or case management services only.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will continue providing emergency shelter to individuals and families who are homeless. The Contractors will also continue providing case management services to individuals and families who are currently in shelters as well as individuals and families who are unsheltered in order to link them with housing services; other essential services; and provide ongoing case management. The case management services are personalized and based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services; assistance with applications for housing; assistance with applications for public assistance; referrals for healthcare, including mental health or substance use treatment; linkages to education, and employment supports.

The Contractors are monitored for performance through reports available from the Homeless Management Information System, which include information regarding:

- Length of time individuals remain homeless.
- The extent to which individuals who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

As referenced in Exhibits C-1 of the original contracts, 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 Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM
100% General Funds

Bridge House Shelters — Vendor # 1652; Vendor # 1652; Vendor # 165288 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$83,490	$0	$83,490	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$59,130	$0	$59,130	
2022	102/500732	Contracts for Program Services	TBD	$61,174	$0	$61,174	
2023	102/500733	Contracts for Program Services	TBD	$61,174	$0	$61,174	
		Sub Total		$264,968	$0	$264,968	

Community Action Partnership of Strafford County — Vendor # 177200 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$6,588	$0	$6,588	

Community Action Program, Belknap and Merrimack — Vendor # 177203 - B003

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Concord Coalition to End Homelessness — Vendor # 267140 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$10,091	$0	$10,091	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2022	102/500732	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2023	102/500733	Contracts for Program Services	TBD	$58,618	$0	$58,618	
		Sub Total		$185,945	$0	$185,945	

Cross Roads House — Vendor # 166570 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$465,221	$0	$465,221	O: 06/19/19 (Item #40) A1: 07/15/20,
2021	102/500731	Contracts for Program Services	TBD	$301,563	$0	$301,563	
2022	102/500732	Contracts for Program Services	TBD	$311,987	$0	$311,987	

2023	102/500733	Contracts for Program Services	TBD	$311,987	$0	$311,987	(Item #20) A2: 05/19/21 (Tabled Item #15)
		Sub Total		$1,390,758	$0	$1,390,758	

FITNHNH, Inc. Vendor # 157730 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$1,037,418	$0	$1,037,418	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$620,866	$0	$620,866	
2022	102/500732	Contracts for Program Services	TBD	$642,327	$0	$642,327	
2023	102/500733	Contracts for Program Services	TBD	$642,327	$0	$642,327	
		Sub Total		$2,942,938	$0	$2,942,938	

Friends Program Vendor # 154987 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$88,971	$0	$88,971	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$88,702	$88,702	
2023	102/500733	Contracts for Program Services	TBD	$0	$88,702	$88,702	
		Sub Total		$174,710	$177,404	$352,114	

Helping Hands Outreach Center

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$114,908	$0	$114,908	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$94,608	$0	$94,608	
2022	102/500732	Contracts for Program Services	TBD	$97,878	$0	$97,878	
2023	102/500733	Contracts for Program Services	TBD	$97,878	$0	$97,878	
		Sub Total		$405,272	$0	$405,272	

Hundred Nights, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$117,376	$0	$117,376	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$103,478	$0	$103,478	
2022	102/500732	Contracts for Program Services	TBD	$107,055	$0	$107,055	
2023	102/500733	Contracts for Program Services	TBD	$107,055	$0	$107,055	
		Sub Total		$434,964	$0	$434,964	

Lakes Region Community Developers

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$32,587	$0	$32,587	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	

		Sub Total		$204,991	$0	$204,991	A2: 05/19/21 (Tabled Item #15)

Marquerites Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$118,536	$0	$118,536	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$68,300	$0	$68,300	
2022	102/500732	Contracts for Program Services	TBD	$70,350	$0	$70,350	
2023	102/500733	Contracts for Program Services	TBD	$70,350	$0	$70,350	
		Sub Total		$327,536	$0	$327,536	

My Friend's Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$115,144	$0	$115,144	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$62,087	$0	$62,087	
2022	102/500732	Contracts for Program Services	TBD	$64,233	$0	$64,233	
2023	102/500733	Contracts for Program Services	TBD	$64,233	$0	$64,233	
		Sub Total		$305,697	$0	$305,697	

Nashua Soup Kitchen & Shelter, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$196,111	$0	$196,111	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$88,695	$0	$88,695	
2022	102/500732	Contracts for Program Services	TBD	$91,761	$0	$91,761	
2023	102/500733	Contracts for Program Services	TBD	$91,761	$0	$91,761	
		Sub Total		$468,328	$0	$468,328	

New Generation

Vendor # 177295 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$97,357	$0	$97,357	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$65,043	$0	$65,043	
2022	102/500732	Contracts for Program Services	TBD	$67,291	$0	$67,291	
2023	102/500733	Contracts for Program Services	TBD	$67,291	$0	$67,291	
		Sub Total		$296,982	$0	$296,982	

NH Coalition Against Domestic and Sexual Violence

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$363,109	$0	$363,109	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$428,693	$0	$428,693	
2022	102/500732	Contracts for Program Services	TBD	$443,512	$0	$443,512	
2023	102/500733	Contracts for Program Services	TBD	$443,512	$0	$443,512	
		Sub Total		$1,678,826	$0	$1,678,826	

Salvation Army Carey House, Laconia

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$81,802	$0	$81,802	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$118,260	$0	$118,260	
2022	102/500732	Contracts for Program Services	TBD	$122,348	$0	$122,348	
2023	102/500733	Contracts for Program Services	TBD	$122,348	$0	$122,348	
		Sub Total		$444,758	$0	$444,758	

Salvation Army McKenna House, Concord, Eastern Territory

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$188,742	$0	$188,742	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$124,173	$0	$124,173	
2022	102/500732	Contracts for Program Services	TBD	$128,465	$0	$128,465	
2023	102/500733	Contracts for Program Services	TBD	$128,465	$0	$128,465	
		Sub Total		$569,845	$0	$569,845	

Seacoast Family Promise

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$53,270	$0	$53,270	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21
2021	102/500731	Contracts for Program Services	TBD	$41,391	$0	$41,391	
2022	102/500732	Contracts for Program Services	TBD	$42,822	$0	$42,822	
2023	102/500733	Contracts for Program Services	TBD	$42,822	$0	$42,822	
		Sub Total		$180,305	$0	$180,305	

Southern NH Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Southwestern Community Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$302,869	$0	$302,869	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$224,694	$0	$224,694	
2022	102/500732	Contracts for Program Services	TBD	$232,461	$0	$232,461	
2023	102/500733	Contracts for Program Services	TBD	$232,461	$0	$232,461	
		Sub Total		$992,485	$0	$992,485	

The Front Door Agency

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$157,905	$0	$157,905	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$130,086	$0	$130,086	
2022	102/500732	Contracts for Program Services	TBD	$134,583	$0	$134,583	
2023	102/500733	Contracts for Program Services	TBD	$134,583	$0	$134,583	
		Sub Total		$557,157	$0	$557,157	

The Way Home, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$84,482	$0	$84,482	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	
		Sub Total		$256,886	$0	$256,886	

Tri-County CAP, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$87,864	$0	$87,864	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$38,435	$0	$38,435	
2022	102/500732	Contracts for Program Services	TBD	$39,763	$0	$39,763	
2023	102/500733	Contracts for Program Services	TBD	$39,763	$0	$39,763	
		Sub Total		$205,825	$0	$205,825	

Waypoint

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$166,817	$0	$166,817	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A2: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$252,556	$0	$252,556	

Overall Total	$12,548,320	$177,404	$12,725,724	

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

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and FIT/NHNH, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended and extended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and 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 1.7, Completion Date, to read:

   June 30, 2023

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

   $2,942,938

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, to read:

   2. Scope of Services

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide that include but are not limited to:

   2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

   2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment on a short-term emergency or transitional basis, as described in RSA 126-A:26.

   2.1.3. Operating a facility in accordance with Exhibit C, Section 15, Operation of Facilities: Compliance with Laws and Regulations that includes, but is not limited to:

   2.1.3.1. Building maintenance and repair.

   2.1.3.2. Security systems.

   2.1.3.3. Heating and possible cooling equipment.

   2.1.3.4. Property and business insurance.

   2.1.3.5. Utilities and furnishings.

   2.1.3.6. Amenities, including bathrooms.

   2.2. The Contractor shall assist individuals and families who are homeless with accessing and applying for services that lead to permanent housing by providing Case

Management Services that include, but are not limited to:

2.2.1. Assessing individual and family needs for well-being and obtaining housing.

2.2.2. Developing individualized plans with the types of services and assistance programs to meet individual and family and needs.

2.2.3. Assisting individuals and families with accessing emergency shelter.

2.2.4. Assisting individuals and families with applying for and accessing permanent housing.

2.2.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.2.6. Assisting individuals and families with accessing community providers and supports, that may include, but are not limited to, mental health services, substance use treatment, medical care, employment services, veterans benefits, financial and food assistance, and education supports.

2.3. The Contractor shall comply with program requirements that include, but are not limited to:

2.3.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include:

2.3.1.1. Housing First Approach;

2.3.1.2. Safe and appropriate diversion;

2.3.1.3. Immediate and low-barrier access;

2.3.1.4. Housing-focused, rapid exit services; and

2.3.1.5. Data to measure performance.

2.3.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted op January 23, 2018, that is herein incorporated by reference and as amended.

2.3.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions, which may include but are not limited to mental health services; medication stability; sexual orientation; vulnerability to illness; vulnerability to victimization; vulnerability to physical assault; racial equality; marital status; or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.3.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restricted by law. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.3.5. Agreeing to on-site monitoring, on an annual basis, to review compliance,

progress, and performance, which includes, but is not limited to:

2.3.5.1. Reviewing policies and procedures for services provided.

2.3.5.2. Reviewing financial analyses.

2.3.5.3. Reviewing for compliance with safety and hazard requirements.

2.3.5.4. Reviewing Data and HMIS entry standards.

2.3.6. Complying with New Hampshire Administrative Rules He-M 314, Rights of Persons Using Emergency Shelters and ensuring individuals understand their rights. http://www.gencourt.state.nh.us/rules/state_agencies/he-m300.html

2.4. The Contractor shall complete a SGIA Program Project Program Monitoring Workbook per Department request.

2.5. The Contractor shall participate in training on contractual compliance and technical assistance, as required by the Department.

4. Modify Exhibit B, Method and Conditions Precedent to Payment Section 3 by adding Subsection 3.6 to read:

3.6. The Contractor shall provide backup documentation for all reimbursement

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

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

State of New Hampshire
Department of Health and Human Services

3/26/2021
Date

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

FIT/NHNH, Inc.

3/26/2021
Date

DocuSigned by:
Maria Devlin
Name: Maria Devlin
Title: President & CEO

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

OFFICE OF THE ATTORNEY GENERAL

4/1/2021
Date

DocuSigned by:
Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

20 mac

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

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

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

June 29, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend existing **Retroactive** agreements with the vendors listed below to provide the State Grant in Aid (SGIA) Homeless Assistance program, by modifying the agreements to have individual price limitations instead of a shared price limitation for vendors listed in the table below and terminating two agreements with vendors as indicated in the table below, and decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604, with no change to the contract completion dates of June 30, 2021, effective retroactive to July 1, 2020 upon Governor and Council approval. 100% General Funds.

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

Vendor Name	Vendor Code	Area Served	Current Amount	Revised Amount	G&C Approval
Bridge House Shelters	165288 - B001	Plymouth NH	Shared	$142,620	June 19,2019 Item #40
Community Action Partnership of Strafford County	177200 - B004	Dover NH	Shared	$6,588	June 19,2019 Item #40
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	Shared	$0	O:
Concord Coalition to End Homelessness	267140 - B001	Bow NH	Shared	$68,709	June 19,2019 Item #40
Cross Roads House	166570 - B001	Portsmouth NH	Shared	$766,784	June 19,2019 Item #40
Families in Transition, NH	157730 - B001	Manchester NH	Shared	$1,658,284	June 19,2019 Item #40
Friends Program	154987 - B001	Concord NH	Shared	$174,710	June 19,2019 Item #40
Helping Hands Outreach Center	174226 - R001	Manchester NH	Shared	$209,516	June 19,2019 Item #40
Hundred Nights, Inc	TBD	Keene NH	Shared	$220,854	June 19,2019 Item #40

Lakes Region Community Developers	156571 - B001	Laconia NH	Shared	$88,761	June 19,2019 Item #40
Marquerites Place	157465 - B001	Nashua NH	Shared	$186,836	June 19,2019 Item #40
My Friend's Place	156274 - B001	Dover NH	Shared	$177,231	June 19,2019 Item #40
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	Nashua NH	Shared	$284,806	June 19,2019 Item #40
New Generation	177295 - B001	Greenland NH	Shared	$162,400	June 19,2019 Item #40
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	Shared	$791,802	June 19,2019 Item #40
Salvation Army Carey House, Laconia	177627 - B001	Laconia NH	Shared	$200,062	June 19,2019 Item #40
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	Concord NH	Shared	$312,915	June 19,2019 Item #40
Seacoast Family Promise	TBD	Exeter NH	Shared	$94,661	June 19,2019 Item #40
Southern NH Services	177198 - B006	Manchester NH	Shared	$0	June 19,2019 Item #40
Southwestern Community Services	177511 - R001	Keene NH 03431	Shared	$527,563	June 19,2019 Item #40
The Front Door Agency	156244 - B001	Nashua NH 03064	Shared	$287,991	June 19,2019 Item #40
The Way Home, Inc	166673 - B001	Manchester NH	Shared	$140,656	June 19,2019 Item #40
Tri-County CAP, Inc	177195 - B009	Berlin NH	Shared	$126,299	July 10, 2019 Item #16
Waypoint	177166 - B002	Manchester NH	Shared	$252,556	June 19,2019 Item #40 A01: August 28, 2019 Item #20B
[redacted]	[redacted]	**Total**	**$7,300,000 (Shared)**	**$6,882,604**	

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

See attached fiscal details.

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

EXPLANATION

This request is **Retroactive** because Department's business operations were disrupted by COVID-19 which led to delays in the contract amendment review and approval process.

The purpose of this request is to modify the agreements to have individual price limitations instead of a shared price limitation and to terminate agreements with two (2) Contractors, decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604. The individual price limitations will allow each vendor to more accurately budget and allocate funding to meet the specific needs of the clients within the community.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract. The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Department will monitor the contracted services by requiring the Contractors to submit reports in the HMIS system that include the following:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the State Grant in Aid Homeless Assistance Program

This 1st Amendment to the State Grant in Aid Homeless Assistance Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and FIT/NHNH, Inc. (hereinafter referred to as ("the Contractor"), a nonprofit, with a place of business at 122 Market Street, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #40), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, 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, modify the price limitation and modify the scope of services to support continued delivery of these services; and

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

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

   $1,658,284.

2. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1. to read:

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide, including but not limited to:

3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1.4. to read:

   2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

4. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 1, in its entirety.

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.1, in its entirety.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.2, to read:

   2.2. The Department will reimburse the Contractor based on the total emergency shelter beds in a program as reported to the Department of Housing and Urban Development. The rate includes all services provided in this Contract on behalf of the individual per day.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, Subsection 3.1, to read:

   3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the fiftieth (15th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement

along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.

New Hampshire Department of Health and Human Services
State Grant in Aid Homeless Assistance Program

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

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

State of New Hampshire
Department of Health and Human Services

June 26,2020
Date

Christine Santaniello
Name: Christine Santaniello
Title: Director, DEHS

FIT/NHNH, Inc.

June 25, 2020
Date

Name: Maria Devlin
Title: President

New Hampshire Department of Health and Human Services
State Grant in Aid Homeless Assistance Program

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

OFFICE OF THE ATTORNEY GENERAL

06/26/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

JUN07'19 PM1 1:49 DAS

40 mac

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

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

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

June 7, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into agreements with the vendors listed below in an amount not to exceed $7,000,000, to provide the State Grant in Aid (SGIA) Homeless Assistance program, effective July 1, 2019, through June 30, 2021, upon Governor and the Executive Council approval. 100% General Funds.

Vendor Name	Vendor Number	Location
Bridge House Shelters	165288 - B001	260 Highland Street Plymouth NH 03264
Community Action Partnership of Strafford County	177200 - B004	577 Central Ave Ste 10 Dover NH 03820
Community Action Program, Belknap and Merrimack	177203 - B003	2 Industrial Park Drive Concord NH 03302
Concord Coalition to End Homelessness	267140 - B001	22 Stack Drive Bow NH 03304
Cross Roads House	166570 - B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition, NH	157730 - B001	122 Market Street Manchester NH 03101
Friends Program	154987 - B001	202 N State Street Concord NH 03301
Helping Hands Outreach Center	174226 - R001	50 Lowell Street Manchester NH 03101
Hundred Nights, Inc	TBD	17 Lamson Street Keene NH 03431
Lakes Region Community Developers	156571 - B001	658 Union Ave Laconia NH 03246
Marquerites Place	157465 - B001	87 Palm Street Nashua NH 03060
My Friend's Place	156274 - B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	2 Quincy Street Nashua NH 03061
New Generation	177295 - B001	9 Tide Mill Road Greenland NH 03840
NH Coalition Against Domestic and Sexual Violence	155510 - B001	One Hundred North Main Street Concord NH 03301

Salvation Army Carey House, Laconia	177627 - B001	177 Union Ave Laconia NH 03246
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	58 Clinton Street Concord NH 03301
Seacoast Family Promise	TBD	27 Hampton Road Exeter NH 03833
Southern NH Services	177198 - B006	40 Pine Street Manchester NH 03108
Southwestern Community Services	177511 - R001	63 Community Way Keene NH 03431
The Front Door Agency	156244 - B001	7 Concord Street, Nashua NH 03064
The Way Home, Inc	166673 - B001	214 Spruce Street Manchester NH 03103
Waypoint	177166 - B002	464 Chestnut Street Manchester NH 03105
		Total: $7,000,000

Funds are available in the following account(s), and are anticipated to be available in State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office. During each State Fiscal Year of the contract, there is a shared price limitation among the vendors of $3,500,000. Consequently, there is no guaranteed minimum or maximum amount of client or service volume.

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	TBD	$3,500,000
2021	102-500731	Contracts for Prog Svc	TBD	$3,500,000
			Total	**$7,000,000**

EXPLANATION

The purpose of this request is to administer the State Grant in Aid (SGIA) Homeless Assistance program. The Contractors listed above shall be required to either: provide emergency shelter services and case management services or case management services only. The Department will reimburse the Contractor at a rate of $11.00 for services provided to each individual per day.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Contractors shall be monitored for performance through reports available from the HMIS system as follows:

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

The vendors listed above were selected for this project through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' web site from March 28, 2019 through April 25, 2019. The Department received twenty six (26) eligible applications, with one vendor withdrawing after submission. The applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the applications. The Bid Summary is attached.

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

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

State Grant-In-Aid Homeless Assistance Program
RFA Name

RFA-2020-DEHS-01-STATE
RFA Number

Reviewer Names

1.
2.
3.
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Bridge House Shelter		100	90
2. New Generation, Inc.		100	100
3. Marguerite's Place		100	100
4. Southwestern Community Services		100	100
5. Cross Roads House		100	100
6. Community Action Program		100	95
7. Waypoint		100	100
8. Seacoast Family Promise		100	95
9. Nashua Soup Kitchen & Shelter, Inc.		100	100
10. NH Coalition Against Domestic & Sexual Violence		100	100
11. The Salvation Army-Carey House		100	100
12 The Salvation Army-McKenna House		100	100

13	New Hampshire Legal Assistance	100	100
14	Helping Hands Outreach Center	100	100
15	Southern New Hampshire Services	100	100
16	Headrest, Inc.	100	0
17	Tri-County Community Action Program, Inc.	100	100
18	Lakes Region Community Developers	100	100
19	My Friend's Place, Emergency Shelter Program	100	100
20	Families in Transition/New Hampshire	100	100
21	Community Action Partnership of Strafford County	100	100
22	Friends Program	100	100
23	Concord Coalition To End Homelessness	100	70
24	The Front Door Agency-Transformational Housing Program	100	100
25	Hundred Nights	100	100
26	The Way Home, Inc.	100	100
28.	0	100	0
29.	0	100	0
30.	0	100	0
31.	0	100	0

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

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

Subject: State Grant in Aid Homeless Assistance Program (RFA-2020-DEHS-01-STATE-06)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name FIT/NHNH, Inc.		1.4 Contractor Address 122 Market Street Manchester NH 03101	
1.5 Contractor Phone Number 603-641-9441	1.6 Account Number 05-95-42-423010-7927-102-500731	1.7 Completion Date 6/30/21	1.8 Price Limitation 7,000,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Maureen Beauregard		1.12 Name and Title of Contractor Signatory Maureen Beauregard, President	

1.13 Acknowledgement: State of New Hampshire, County of Hillsborough

On May 29, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Ruth Syrek

RUTH A. SYREK, Notary Public
My Commission Expires September 5, 2023

1.13.2 Name and Title of Notary or Justice of the Peace

Ruth Syrek, Admin. Asst., Notary Public

1.14 State Agency Signature Date: 5/31/19	1.15 Name and Title of State Agency Signatory Christine Santaniello, Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Assistant Attorney General	On: 06/04/2019
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials
Date May 29, 2019

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

Contractor Initials [RAB]

Date May 29, 2019

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MAB
Date May 29, 2019

Scope of Services

1. Provisions Applicable to All Services

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

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.

2. Scope of Services

2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless or at risk of becoming homeless statewide. Including but not limited to:

2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in RSA 126-A:26.

2.1.3. Operating a facility in accordance with Exhibit C-1 Operation of Facilities: Compliance with Laws and Regulations that includes at a minimum:

2.1.3.1. Building maintenance and repair.

2.1.3.2. Security systems.

2.1.3.3. Heating and possible cooling equipment.

2.1.3.4. Property and business insurance.

2.1.3.5. Utilities and furnishings.

2.1.3.6. Amenities such as bathrooms.

2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless or at-risk of becoming homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

2.1.4.1. Assessing individuals and families' needs for well-being and obtaining housing, and developing an individualized plan to meet those needs.

2.1.4.2. Developing an individualized plan with the types of services and assistance programs to meet their needs.

2.1.4.3. Assisting individuals and families with accessing emergency shelter.

2.1.4.4. Assisting individuals and families with applying for and accessing permanent housing.

2.1.4.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.1.4.6. Assisting individuals and families with accessing community providers and supports, for, including but not limited to, mental health services, substance use treatment, medical care, employment, veterans benefit, financial and food assistance, and education supports.

2.1.5. The Contractor shall comply with the program requirements, which include but are not limited to:

2.1.5.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include but are not limited to:

2.1.5.1.1. Housing First Approach

2.1.5.1.2. Safe and appropriate diversion

2.1.5.1.3. Immediate and low-barrier access

2.1.5.1.4. Housing-focused, rapid exit services

2.1.5.1.5. Data to measure performance

2.1.5.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted on January 23, 2018, that is herein incorporated by reference and as amended.

2.1.5.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions such as but not limited to mental health services, medication stability, sexual orientation, vulnerability to illness, vulnerability to victimization, vulnerability to physical assault, racial equality, marital status or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

2.1.5.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restrictive by law such as for domestic violence. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.1.5.5. Agreeing to on-site monitoring, on an annual basis, to review compliance, progress, and performance, which includes, but is not limited to:

2.1.5.5.1. Reviewing policies and procedures for services provided.

2.1.5.5.2. Reviewing financial analyses.

2.1.5.5.3. Reviewing for compliance with safety and hazard requirements.

2.1.5.5.4. Reviewing Data and HMIS entry standards.

2.1.5.6. Complying with New Hampshire Administrative Rules He-M 314 Rights of Persons Using Emergency Shelters. http://www.gencourt.state.nh.us/rules/state_agencies/he-m300.html and ensuring that individuals understand their rights

3. Reporting

3.1. The Contractor shall submit monthly reports to the Department, with the corresponding monthly invoice for payment that includes the aggregate number of individuals served, in accordance with Section 2.1.5.4 above, no later than the 10th day of the following month.

3.2. The Contractor shall submit an annual report to the Department, with the aggregate number of individuals served in accordance with Section 2.1.2.4, beginning September 30, 2020 and each year thereafter.

4. Performance Measures

4.1. The Contractor's performance shall be measured to ensure that the data is entered into HMIS in accordance with Section 2.1.5.4, above, and clients are receiving the assistance needed to meet their goals.

4.2. The Contractor shall be monitored for performance through reports available from the HMIS system that include but are not limited to:

4.2.1. Length of time persons remain homeless

4.2.2. The extent to which persons who exit homelessness to permanent housing destinations return to homelessness

4.2.3. Successful exit to permanent housing destinations



New Hampshire Department of Health and Human Services
State Grant in Aid to Homeless Program

Exhibit B

Method and Conditions Precedent to Payment

1. Price Limitation: This agreement is one of multiple agreements that will serve the State Grant in Aid to Homeless program. ***No maximum or minimum client and service volume is guaranteed.*** Accordingly, the price limitation among all agreements is identified in Block 1.8 of the P-37 for the duration of the agreement.
2. The funding source for this agreement for State Grant in Aid (SGIA) Homeless Assistance program are 100% General Funds
   - 2.1. Funds for SGIA Homeless Assistance program across all vendors, statewide, are anticipated to be $7,000,000 and available in the following amounts:
     - 2.1.1. $3,500,000 for State Fiscal Year 2020.
     - 2.1.2. $3,500,000 for State Fiscal Year 2021.
   - 2.2. The Department will reimburse the Contractor at a rate of $11.00 per individual per day. The rate includes all services provided in this agreement on behalf of the individual per day.
3. Payments shall be made as follows:
   - 3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
   - 3.2. In lieu of hard copies submitted to the address listed in Section 5.4. Exhibit B., all invoices may be assigned an electronic signature and emailed to: housingsupportsinvoices@dhhs.nh.gov
   - 3.3. The Contractor shall keep detailed records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses. The Contractor shall return completed invoices, as provided by the Department, no later than thirty (30) days from the

date services are provided.

3.4. The Contractor shall submit completed invoices to:

State Grant in Aid to Homeless Program
Bureau of Housing Supports
Department of Health and Human Services
Division of Economic and Housing Stability
129 Pleasant Street
Concord, NH 03301
Phone: 603-271-9196

3.5. The State 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.

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

5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

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

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

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

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

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: The** following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

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

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

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

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

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

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

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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

REVISIONS TO STANDARD CONTRACT LANGUAGE

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

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

   4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

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

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

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

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

2. **Renewal**

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

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)
136 Lowell St., Manchester, Hillsborough County, NH, 03104
177 Lake Ave., Manchester, Hillsborough County, NH, 03103
163 S. Beech St., Manchester, Hillsborough County, NH, 03103
199 Manchester St., Manchester, Hillsborough County, NH, 03103
5 Market Ln, Concord, Merrimack County, NH, 03301
Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: FIT/NHNH, Inc.

May 29, 2019
Date

Name: Maureen Beauregard
Title: President

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

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: FIT/NHNH, Inc.

May 29, 2019
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

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.

Vendor Name: FIT/NHNH, Inc.

May 29, 2019
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

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

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

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

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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Vendor Name: FIT/NHNH, Inc.

May 29, 2019
Date

Name: Maureen Beauregard
Title: President

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: FIT/NHNH, Inc.

May 29, 2019
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1 Definitions.

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

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

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

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

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

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

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

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

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

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

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

Vendor Initials MB

Date May 29, 2019

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	FIT/NHNH, Inc.
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Maureen Beauregard
Name of Authorized Representative	Name of Authorized Representative
Director, DCBCS	President
Title of Authorized Representative	Title of Authorized Representative
5/31/19	May 29, 2019
Date	Date

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

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

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

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

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

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

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

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

Vendor Name: FIT/NHNH, Inc.

May 29, 2019
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President

FORM A

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

1. The DUNS number for your entity is: 825360399

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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



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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

DocuSign Envelope ID: E29C1FF7-C1F1-4D1C-94A1-56E1CA5CC93D

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Friends Program, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), as amended on May 19, 2021, (Tabled Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

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

   $534,664

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

   Robert W. Moore, Director.

Contractor Initials NJM
Date 10/28/2022

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

10/28/2022
Date

DocuSigned by:
Karen Hebert
628C6CEB1B4A418...
Name: Karen Hebert
Title: Division Director

The Friends Program, Inc.

10/28/2022
Date

DocuSigned by:
Nancy J McKeon
C313C2B41F27469...
Name: Nancy J McKeon
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

10/31/2022
Date

DocuSigned by:
Robyn Guarino
74873484494146D...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE FRIENDS PROGRAM, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 05, 1976. 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: **60670**

Certificate Number: **0005889423**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of October A.D. 2022.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Officer of The Friends Program, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 30, 2019, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Nancy Jean McKeon formerly known as Nancy McKeon Paul, Executive Director
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Friends Program, Inc to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 10/28/2022

Kathleen Ames
Signature of Elected Officer
Name: Kathleen Ames
Title: President

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2022

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 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	CONTACT NAME: Sarah Fifield
THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: sfifield@rowleyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hanover Insurance Co.	22292
INSURER B: Amwins Insurance Brokerage	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
The Friends Program Inc.
130 Pembroke Rd
Suite 200-205
Concord NH 03301

COVERAGES CERTIFICATE NUMBER: 22/23 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			EHV8880567	10/1/2022	10/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			EHV8880567	10/1/2022	10/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $		X	UHV8880568	10/1/2022	10/1/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WWC3601108 3A States: NH	8/13/2022	8/13/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Covering operations of the named insured during the policy period.

CERTIFICATE HOLDER

Nathan White, Director of Bureau of Contr
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Sarah Fifield/SEF

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

Friends Program

Organization Mission Statement

The Friends Program, Inc. is a non-profit, social service organization that **builds positive connections and solutions for at-risk youth, families and seniors.**

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

Financial Statements

THE FRIENDS PROGRAM, INC.

FOR THE YEARS ENDED
SEPTEMBER 30, 2021 AND 2020
AND
INDEPENDENT AUDITORS' REPORTS

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

THE FRIENDS PROGRAM, INC.

FINANCIAL STATEMENTS

FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020

TABLE OF CONTENTS

	Page(s)
Independent Auditors' Report	1 - 2
Financial Statements:	
Statements of Financial Position	3
Statement of Activities	4
Statement of Functional Expenses	5
Statements of Cash Flows	6
Notes to Financial Statements	7 - 18

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

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

To the Board of Trustees of
The Friends Program, Inc.
Concord, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of The Friends Program, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of September 30, 2021 and 2020, and the related statements cash flows for the years then ended, and the related notes to the financial statements, and the related statements of activities and functional expenses for the year ended September 30, 2021.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Friends Program, Inc. as of September 30, 2021 and 2020, and its cash flows for the years then ended, and the changes in its net assets for the year ended September 30, 2021, in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited The Friends Program, Inc.'s 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 8, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Leone McDonnell & Roberts,
Professional Association

December 10, 2021
Wolfeboro, New Hampshire

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

THE FRIENDS PROGRAM, INC.

STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2021 AND 2020

ASSETS

	2021	2020
CURRENT ASSETS		
Cash	$ 55,142	$ 195,338
Other receivables	85,842	22,939
Prepaid expenses	5,516	16,918
Total current assets	146,500	235,195
PROPERTY AND EQUIPMENT		
Land	37,800	37,800
Buildings	237,633	237,633
Building improvements	478,105	478,105
Furniture, fixtures and equipment	96,835	96,835
Construction in process	6,013	1,059
Total property and equipment	856,386	851,432
Less accumulated depreciation	(723,636)	(704,011)
Net property and equipment	132,750	147,421
OTHER ASSETS		
Investments	623,551	524,622
Unemployment savings account	35,952	40,823
Total other assets	659,503	565,445
TOTAL ASSETS	$ 938,753	$ 948,061

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 8,450	$ 1,720
Accrued payroll and related taxes	46,847	47,852
Deferred revenue	14,889	23,101
Paycheck Protection Program Loan	-	125,000
Current portion of long-term debt	2,235	2,235
Total current liabilities	72,421	199,908
LONG TERM LIABILITIES		
Long-term debt, less current portion shown above	4,470	6,705
Total liabilities	76,891	206,613
NET ASSETS		
Without donor restrictions		
Without donor restrictions, undesignated	208,688	187,203
Without donor restrictions, board designated	406,773	346,638
Total without donor restrictions	615,461	533,841
With donor restrictions	246,401	207,607
Total net assets	861,862	741,448
TOTAL LIABILITIES AND NET ASSETS	$ 938,753	$ 948,061

See Notes to Financial Statements

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

THE FRIENDS PROGRAM, INC.

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

	Without Donor Restrictions	With Donor Restrictions	2021 Totals	2020 Totals
CHANGES IN NET ASSETS				
Support and Revenue				
Government grants				
Federal	$ 869,519	$ -	$ 869,519	$ 763,506
State	79,090	-	79,090	83,806
United Way	46,872	-	46,872	34,828
Town and county income	106,952	-	106,952	143,150
Other grants	18,250	-	18,250	45,500
Contributions	298,163	-	298,163	414,147
Other revenue	3,305	-	3,305	1,025
Investment income	60,168	38,794	98,962	42,824
Total support and revenue	1,482,319	38,794	1,521,113	1,528,786
EXPENSES				
Program services				
Youth mentoring	161,170	-	161,170	164,104
Emergency housing	250,421	-	250,421	385,492
Foster grandparents	474,325	-	474,325	563,615
Retired senior volunteers	181,501	-	181,501	220,186
CARES program	124,442	-	124,442	-
Total program services	1,191,859	-	1,191,859	1,333,397
Supporting activities				
Administrative	203,723	-	203,723	166,731
Fundraising	7,352	-	7,352	7,089
Total supporting activities	211,075	-	211,075	173,829
Total expenses	1,402,934	-	1,402,934	1,507,226
CHANGE IN NET ASSETS BEFORE FORGIVENESS OF DEBT	79,385	38,794	118,179	21,560
FORGIVENESS OF DEBT	2,235	-	2,235	2,235
CHANGE IN NET ASSETS	81,620	38,794	120,414	23,795
NET ASSETS, BEGINNING OF YEAR	533,841	207,607	741,448	717,653
NET ASSETS, END OF YEAR	$ 615,461	$ 246,401	$ 861,862	$ 741,448

See Notes to Financial Statements

DocuSign Envelope ID: 08A4E9F8-6AE7-4443-8DCA-8039FE5D1815

THE FRIENDS PROGRAM, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED SEPTEMBER 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Youth Mentoring	Emergency Housing	Foster Grandparents	Retired Senior Volunteers	CARES Program	Program Total	Administration	Fundraising	2021 Totals	2020 Totals
Payroll										
Salaries and wages	$ 110,642	$ 169,639	$ 124,684	$ 118,484	$ 25,317	$ 548,746	$ 94,403	$ -	$ 643,149	$ 670,462
Payroll taxes	8,648	14,430	9,421	8,471	-	41,170	7,195	-	48,365	50,097
Employee benefits	10,820	10,068	8,908	8,994	-	38,590	7,596	-	46,186	43,858
Other										
Stipends	-	-	262,804	-	-	262,804	-	-	262,804	271,567
Occupancy	11,130	14,062	14,248	14,708	61,302	115,470	46,589	-	162,059	141,123
Supplies	2,907	2,372	4,472	4,492	36,204	50,447	5,523	7,352	63,322	18,951
Professional fees and contracts	932	1,650	11,384	3,147	463	17,576	18,995	-	36,571	37,883
Repairs and maintenance	2,954	3,755	2,786	4,686	-	14,181	12,182	-	26,363	25,465
Volunteer expenses	150	-	18,887	3,968	1,040	24,045	556	-	24,601	52,687
Insurance	3,864	6,625	3,864	3,864	-	18,217	3,116	-	21,333	19,634
Depreciation	-	19,403	-	-	-	19,403	222	-	19,625	21,428
In-kind expenses	6,869	6,073	2,345	3,131	-	18,418	60	-	18,478	91,401
Telephone	1,787	1,788	2,280	2,342	116	8,313	2,264	-	10,577	10,683
Recognition expenses	-	55	5,455	1,805	-	7,315	884	-	8,199	15,141
Postage and printing	304	102	1,826	325	-	2,557	2,625	-	5,182	19,463
Local transportation	59	-	611	2,812	-	3,482	143	-	3,625	9,020
Dues and subscriptions	39	-	150	-	-	189	952	-	1,141	1,411
Advertising	65	215	50	272	-	602	498	-	1,100	5,235
Conferences	-	-	-	-	-	-	120	-	120	313
Staff development	-	164	170	-	-	334	(275)	-	59	1,184
Other	-	-	-	-	-	-	75	-	75	220
Total expenses before indirect allocation	161,170	250,421	474,325	181,501	124,442	1,191,859	203,723	7,352	1,402,934	1,507,226
Allocation of indirect costs										
Support services	25,154	44,503	89,007	34,828	759	194,251	(191,817)	(2,434)	-	-
Total expenses	$ 186,324	$ 294,924	$ 563,332	$ 216,329	$ 125,201	$ 1,386,110	$ 11,906	$ 4,918	$ 1,402,934	$ 1,507,226

See Notes to Financial Statements

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

THE FRIENDS PROGRAM, INC.

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

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 120,414	$ 23,795
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	19,625	21,428
Net unrealized gain on investments	(85,334)	(38,533)
Net realized (gain) loss on investments	(9,680)	1,442
Forgiveness of debt	(2,235)	(2,235)
(Increase) decrease in assets:		
Other receivables	(62,903)	18,627
Prepaid expenses	11,402	(1,782)
Unemployment savings account	4,871	-
Increase (decrease) in liabilities:		
Accounts payable	6,730	(6,528)
Accrued payroll and related taxes	(1,005)	5,576
Deferred revenue	(8,212)	(5,390)
Paycheck Protection Program Loan	(125,000)	125,000
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	(131,327)	141,400
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of investments	(46,869)	(24,160)
Proceeds from sale of investments	42,954	43,265
Purchase of property and equipment	(4,954)	(1,059)
NET CASH (USED IN) PROVIDED BY INVESTING ACTIVITIES	(8,869)	18,046
NET (DECREASE) INCREASE IN CASH	(140,196)	159,446
CASH, BEGINNING OF YEAR	195,338	35,892
CASH, END OF YEAR	$ 55,142	$ 195,338

See Notes to Financial Statements

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Friends Program, Inc. (the Organization) is an independent not-for-profit corporation organized in the State of New Hampshire. The Organization is exempt from income taxes under section 501(c)(3) of the Internal Revenue Code (Code). In addition, the Organization has been determined by the Internal Revenue Service not to be a "private foundation" within the meaning of Section 509(a)(2) of the Code. The Organization's primary purpose consists of the following program services:

Youth Mentoring – mentor program, matching volunteer mentors with at-risk children and teens.

Emergency Housing – short-term housing for homeless families.

Foster Grandparents – mentor program that places income eligible senior citizen volunteers in schools and child day care centers to work with special and at-risk children.

Retired Senior Volunteers – volunteer program targeting individuals 55 years of age or older who become engaged in a variety of volunteer roles.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Support is recorded when received or pledged. Revenue is recorded when services are rendered. Expenses are recorded when the obligation has been incurred.

Basis of Presentation

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

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

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

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.

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

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

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 net assets with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as net assets without donor restrictions.

Donated Materials and Services
The Organization recognizes the value of volunteer services and expenses when there is an objective basis available to measure their value, relative to its various activities.

Cash and Cash Equivalents
Cash and cash equivalents include demand deposits, petty cash funds and investments with a maturity of three months or less, and exclude amounts whose use is limited by Board designation. As of September 30, 2021 and 2020, the Organization had no cash equivalents.

Investments
Investments consist of various equities, mutual funds and interest bearing investments and are stated at fair value on the statements of financial position based on quoted market prices. The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the fair value of such investments at any given time.

Accounts Receivable
Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write off patterns by the payer, adjusted as necessary to reflect current conditions.
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 Organization has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral. Management has estimated accounts receivable to be fully collectible as of September 30, 2021 and 2020.

Property, Equipment and Depreciation
The Organization capitalizes property and equipment purchased or donated at a value greater than $1,000. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

Buildings	20 years
Building improvements	7 - 20 years
Furniture, fixtures and equipment	5 years

Depreciation expense for the years ended September 30, 2021 and 2020 amounted to $19,625 and $21,428, respectively.

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

The Organization reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimating future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors.

As of September 30, 2021 and 2020, the Organization found no reason for impairment of any assets.

Summarized Financial Information

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended September 30, 2020, from which the summarized information was derived.

Deferred Revenue

The Organization recognizes revenues when earned. Amounts received in advance of the period in which service is rendered are recorded as a liability under "deferred revenue."

Revenue Recognition

In May of 2014, the FASB issued Accounting Standards Update (ASU) 2014-09, Revenue from Contracts with Customers (Topic 606). This ASU is a comprehensive new revenue recognition model that requires an organization to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. The Organization adopted this ASU on October 1, 2020, using the modified retrospective approach and applied this ASU only to contracts not completed as of October 1, 2020. Contracts and transactions with customers predominantly contain a single performance obligation. The impact of adopting this ASU was not material to the financial statements.

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

Vacation Pay and Fringe Benefits
Vacation pay is accrued and charged to the appropriate program expense when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of program salaries to total salaries.

Income Taxes
The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. The Organization is subject to income tax examinations by the United States Federal or State tax authorities for three years.

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.

The expenses that are allocated include the following:

Expense	Method of allocation
Salaries and benefits	Time and effort
Occupancy	Square footage
Depreciation	Square footage
All other expenses	Direct assignment

Advertising
The Organization expenses advertising costs as incurred.

Other Events
The impact of the novel coronavirus ("COVID-19") and measurers to prevent its spread continue to affect the Organization's operations. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might impose in respect to the pandemic. The Organization's operations could also be impacted should the disruptions from COVID-19 lead to changes in client behavior. The COVID-19 impact on capital markets could also impact the Organization's cost of borrowing. There are certain limitations on the Organization's ability to mitigate the adverse financial impact of these items. COVID-19 also makes it more challenging for management to estimate future performance of the operations, particularly over the near to medium term.

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

New Accounting Pronouncements

As of October 1, 2020, the Organization adopted the provisions of the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2014-09, Revenue from Contracts with Customers (Topic 606), as amended. ASU 2014-09 applied to exchange transactions with customers that are bound by contracts or similar arrangements and establishes a performance obligation approach to revenue recognition. Results for reporting the years September 30, 2021 and 2020 are presented under FASB ASC Topic 606. The ASU has been applied retrospectively to all periods presented, with no effect on previously issued financial statements.

NOTE 2 LIQUIDITY AND AVAILABILITY

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

Financial assets at year-end:	2021	2020
Cash	$ 55,142	$ 195,338
Other receivables	85,842	22,939
Investments	623,551	524,622
Unemployment savings account	35,952	40,823
Total financial assets	$ 800,487	$ 783,722
Less amounts not available to be used within one year:		
Unemployment savings account	$ 35,952	$ 40,823
Net assets with donor restrictions	246,401	207,607
Less net assets with purpose and time restrictions to be met in less than a year	-	(5,000)
Amounts not available within one year	282,353	243,430
Financial assets available to meet general expenditures over the next twelve months	$ 518,134	$ 540,292

It is the Organization's goal to maintain financial assets to meet 90 days of operating expenses, which approximates $337,000 and $344,000 respectively, at September 30, 2021 and 2020.

NOTE 3 OTHER RECEIVABLES

Other receivables consist of the following at September 30, 2021 and 2020:

	2021	2020
Town	$ 500	$ 500
Grants and fundraising	85,342	22,439
Total other receivables	$ 85,842	$ 22,939

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020

NOTE 4 **LINE OF CREDIT**

The Organization has available a $150,000 revolving line of credit with a local bank, due upon demand. The credit line is secured by all assets. Bank advances on the credit line are payable on demand and carry an interest rate at prime (3.25% at September 30, 2021 and 2020). There was no outstanding balance at September 30, 2021 and 2020.

NOTE 5 **ENDOWMENT**

The Organization's endowment consists of a gift restricted by a donor for long-term support of the Organization's youth mentoring program, and the accumulated investment returns on this gift. The accumulated investment returns consist of endowment net investment return that has not been appropriated by the Board of Trustees for expenditure to support operating and non-operating activities of the Organization.

Spending Policy and How the Investment Objectives Relate to the Spending Policy

The Organization's policy is to appropriate for distribution each year 0-6% of a 12 quarter moving average of the fund's total market value based upon the finance committee's annual recommendation and approved by the Board of Trustees. Distribution of funds shall not occur until after the fund has accumulated a value of $100,000. In establishing this policy, the Organization considered the long-term expected return on its endowment. Accordingly, over the long term, the Organization expects the current spending policy to allow its endowment to grow at an average of 5 percent annually.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or Uniform Prudent Management of Institutional Funds Act (UPMIFA) requires the Organization to retain as a fund of perpetual duration. In accordance with generally accepted accounting principles, there were no deficiencies of this nature that are reported in unrestricted net assets as of September 30, 2021 and 2020.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide additional funding to the youth mentoring program while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a weighted ratio on alternative, equity-based and fixed income investments to achieve its long-term return objectives within prudent risk constraints.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020

Endowment net asset composition by type of fund as of September 30, 2021:

	Purpose Restricted	Restricted in Perpetuity	Total
Donor-restricted endowment funds	$ 37,291	$ 50,947	$ 88,238
Endowment net assets, beginning of year	$ 23,221	$ 50,947	$ 74,168
Investment return:			
Investment income	622	-	622
Net appreciation (realized and unrealized)	13,448	-	13,448
Total investment return:	14,070	-	14,070
Endowment net assets, end of year	$ 37,291	$ 50,947	$ 88,238

Endowment net asset composition by type of fund as of September 30, 2020:

	Purpose Restricted	Restricted in Perpetuity	Total
Donor-restricted endowment funds	$ 23,221	$ 50,947	$ 74,168
Endowment net assets, beginning of year	$ 17,440	$ 50,947	$ 68,387
Investment return:			
Investment income	826	-	826
Net appreciation (realized and unrealized)	4,955	-	4,955
Total investment return:	5,781	-	5,781
Endowment net assets, end of year	$ 23,221	$ 50,947	$ 74,168

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

NOTE 6 LONG TERM DEBT

Long term debt consisted of the following at September 30, 2021 and 2020:

	2021	2020
Interest free note payable to the City of Concord with payments deferred until July 31, 2024 and collateralized by property of the Organization. Each year 5% of the original principal amount is forgiven. If the project does not meet certain covenants during the loan term, the remaining loan balance is payable in full.	$ 6,705	$ 8,940
Less current portion due within one year	(2,235)	(2,235)
Total long term debt	$ 4,470	$ 6,705

As part of the note payable agreement with the City of Concord, 5% of the original principal balance was reduced without payment in the amount of $2,235 for the years ended September 30, 2021 and 2020.

The scheduled maturities of long term debt at September 30, 2021 were as follows:

Year Ending September 30,	Amount
2022	$ 2,235
2023	2,235
2024	2,235
	$ 6,705

NOTE 7 DEFERRED REVENUE

Deferred revenue consists of the following at September 30, 2021 and 2020:

	2021	2020
Grants	$ 14,889	$ 23,101
Total deferred revenue	$ 14,889	$ 23,101

NOTE 8 CONCENTRATION OF RISK

The Organization received approximately 41% and 45% of its total support for the years ended September 30, 2021 and 2020, respectively, from the Corporation for National and Community Service.

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020

NOTE 9 NET ASSETS

Net assets with donor restrictions were as follows for the years ended September 30, 2021 and 2020:

	2021	2020
Special Purpose Restrictions:		
Emergency housing	$ 195,454	$ 156,660
Restricted in Perpetuity:		
Youth mentoring	50,947	50,947
Total net assets with donor restrictions	$ 246,401	$ 207,607

Net assets without donor restrictions for the years ended September 30, 2021 and 2020 are as follows:

	2021	2020
Undesignated	$ 208,688	$ 187,203
Board designated	406,773	346,638
Total net assets without donor restrictions	$ 615,461	$ 533,841

NOTE 10 LEASE COMMITMENTS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from five to six years. Rent expense under these agreements aggregated $44,923 and $56,773 for the years ended September 30, 2021 and 2020, respectively.

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

Year Ending September 30,	Amount
2022	$ 35,554
2023	36,811
2024	38,068
2025	39,325
2026	20,291
Total	$ 170,049

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

NOTE 11 INVESTMENTS

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of September 30, 2021 and 2020:

	2021		2020	
	Cost	Market Value	Cost	Market Value
Investments				
Cash and cash equivalents	$ 13,712	$ 13,713	$ 35,499	$ 35,499
Alternate	41,601	45,426	18,560	20,415
Equities	251,277	429,464	250,457	342,176
Fixed income securities	131,455	134,948	119,934	126,532
Total	$ 438,045	$ 623,551	$ 424,450	$ 524,622

Investments in common stock and U.S. government securities are valued at the closing price reported in the active market in which the securities are traded. Management considers all investments to be long term in nature.

Components of investment return:

	2021	2020
Interest and dividends	$ 9,042	$ 10,107
Investment fees	(5,094)	(4,374)
Gain (loss) – unrealized	85,334	38,533
Gain – realized	9,680	(1,442)
Total investment return	$ 98,962	$ 42,824

NOTE 12 FAIR VALUE MEASUREMENTS

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

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

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

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

The Organization's financial instruments consist of cash, short-term receivables and payables, and deferred revenue. The carrying value for all such instruments, considering the terms, approximates fair value at September 30, 2021 and 2020.

The table below segregates all financial assets and liabilities as of September 30, 2021 and 2020 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

	2021			
	Level 1	Level 2	Level 3	Total
Investments				
Cash and cash equivalents	$ 13,713	$ -	$ -	$ 13,713
Alternative	45,426	-	-	45,426
Equities	429,464	-	-	429,464
Fixed income securities	134,948	-	-	134,948
Total investments at fair value	$ 623,551	$ -	$ -	$ 623,551

	2020			
	Level 1	Level 2	Level 3	Total
Investments				
Cash and cash equivalents	$ 35,499	$ -	$ -	$ 35,499
Alternative	20,415	-	-	20,415
Equities	342,176	-	-	342,176
Fixed income securities	126,532	-	-	126,532
Total investments at fair value	$ 524,622	$ -	$ -	$ 524,622

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

NOTE 13 PAYCHECK PROTECTION PROGRAM LOAN

During the year ended September 30, 2020, The Organization applied for and received funds of $125,000 under the Paycheck Protection Program ("PPP"). This was a special program provided by the federal government through the Small Business Administration (SBA), to help mitigate some of the impact of the COVID-19 pandemic. During the year ended September 30, 2021, the entire amount of the loan was forgiven and reported as income from Government grants – Federal, on the accompanying Statement of Activities.

NOTE 14 RECLASSIFICATIONS

Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These classifications had no effect on the previously reported change in total net assets, or total net assets amounts.

NOTE 15 SUBSEQUENT EVENTS

Management has evaluated subsequent events through December 10, 2021, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. The Friends Program, Inc. did not identify any subsequent events that would require disclosure in the financial statements.

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

The Friends Program
FY2022 Board of Trustees (Updated 10/27/2022)

Residence/Preferred E-Mail	Professional Affiliation	Committee(s)	Term Ends
Kathleen Ames [redacted] **Since: 1/13/2016**	Community Supporter	*President* Finance Personnel	2025
Jason Belyea [redacted]	Vice President Merrill Lynch Wealth Management 118 Storrs Street Concord, NH 03301 Tel: 603-223-2204 jason.belyea@ml.com	Development	2025
Celia Chase [redacted] **Since: 10/11/2017**	Community Supporter	*Secretary* Program	2023
Susan Geiger [redacted] **Since: 9/12/2018**	Attorney Orr & Reno, P.A. 45 South Street Concord, NH 03302 Tel. 603-223-9154 sgeiger@orr-reno.com	Development	2024
Jason LaCombe [redacted] **Since: 12/14/2016**	Principal SMP Architecture 30 So. Main Street, Building Two Concord, NH 03301 Tel: 603-228-8880	Finance	2025
Polly Saltmarsh [redacted] **Since: 6/8/2022**	Vice President, Financial Education, Business Development/Mktg Centers for Finance & Education/NH Federal Credit Union 47 N. Main Street Concord, NH 03301 Tel: 603-224-7731 x158 Polly.saltmarsh@nhfcu.org	Finance	2025

Residence/Preferred E-Mail	Professional Affiliation	Committee(s)	Term Ends
Chris Senko [redacted] **Since: 2/9/2018**	Administrator, Bureau of Board Administration NH Office of Professional Licensure & Certification 7 Eagle Square Concord, NH 03301	*Vice President* Executive Program Chair Personnel	2024
Connor Spern [redacted] **Since: 11/8/2021**	Concord Coalition to End Homelessness PO Box 3393 Concord, NH 03302	Program Development	2024
Angela Strozewski [redacted] **Since: 1/13/2016**	Senior Vice President Operations Officer New Hampshire Mutual Bancorp 89 No. Main Street Concord, NH 03301 Tel. 603-223-2691	*Treasurer* Finance Executive	2023
Nancy McKeon [redacted]	Executive Director The Friends Program 130 Pembroke Road Ste 200 Concord, NH 03301 Tel. 603-228-7606		

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

NANCY J. MCKEON

130 Pembroke Road Ste 200 • Concord, NH 03301 • (603) 228-7606 • nmckeon@friendsprogram.org

SUMMARY

Effectively manage staff and volunteers. Successful cultivating sponsors, securing, and administering grants. Experienced non-profit and outreach manager. Proven ability to manage complex projects with dispersed teams. Excellent trainer, presenter and facilitator.

EXPERIENCE

FRIENDS PROGRAM – CONCORD, NH

Executive Director, December 2017 – Present

- Responsible for overall operations and management of a human services non-profit with four programs and 24 staff

Director of Senior Programs, January 2016 – December 2017

- Lead two volunteer-driven National Service programs for 625 older adults, providing educational support, supportive services for the elderly and disabled, and capacity building for nonprofits, schools, and public agencies
- Manage team of six program coordinators
- Oversee two federal grants totaling more than $700,000 in annual funding
- Administered all aspects of 34 separate grants, including application, reporting, and invoicing
- Created a comprehensive outreach plan to build program recognition and awareness in the state
- Facilitated the creation of a community advisory group in support of program success
- Increased volunteer recruitment and engagement across both programs within one year

FIRST – MANCHESTER, NH

Partner Services Team Lead FTC, October 2013 – December 2015

Partner Services Manager FTC, March 2010 – December 2015

- Recruit, train and manage universities, non-profits and science centers to operate volunteer educational outreach program in 30 regions
- Expanded international youth program from 3 countries to 16 countries
- Create strategy for, plan and execute annual volunteer leadership conference
- Lead successful national implementation of new event tier with a budget of $450,000 to build capacity
- Proactively identify regions in need of special assistance and implement improvement plans to achieve highest level of program execution
- Primary daily contact for senior leadership of sponsoring organization and key foundation relationship
- Drive connections between sponsor organizations and local program operators to maximize employee engagement
- Administer domestic and international grants of up to $500,000, from proposal development through final reporting

International Program Manager FLL, April 2009 – March 2010

- Ensure consistent program operation in 60 countries globally
- Collaborate with program team at LEGO Education, Denmark, and LEGO Education Territory Managers around the world
- Create content for, plan and execute annual volunteer leadership conferences held in Europe and Asia
- Serve as primary contact at *FIRST* for program operators outside of the US and Canada
- Develop strategy and create content for new international website with small web development team

Partner Services Team Lead FLL, May 2008 – April 2009

- Resolve regional issues elevated from other Partner Services team members
- Supervise day-to-day work of Partner Services team

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

NANCY J. MCKEON

130 Pembroke Road Ste 200 • Concord, NH 03301 • (603) 228-7606 • nmckeon@friendsprogram.org

- Coordinate a cross-functional team to achieve department goals

Partner Services Manager FLL, May 2006 – May 2008

- Cultivate relationships with local tournament organizers and upgrade relationships to full official program operation status
- Create content for, plan and execute annual volunteer leadership conferences held at *FIRST*

Partner Coordinator FLL, October 2004 – May 2006

- Recruit, train and manage program operators in North America
- Serve as primary source of communication between *FIRST* and program operators
- Provide volunteer management support for international championship

NH MARCH OF DIMES – CONCORD, NH

Community Director, January 2004 – October 2004

- Enlist and oversee volunteer committees organizing fundraising events in five cities in Southern New Hampshire
- Cultivate and proactively manage relationships with major corporate fundraising partners of the March of Dimes
- Create and present sponsorship proposals to, and secure sponsorships from, local companies for WalkAmerica walkathon events

THE ENGINEERING CENTER – BOSTON, MA

Administrative Manager, October 2001 – July 2003

- Oversee membership initiative programs for a trade association and a professional society
- Coordinate all phases of event planning, from site inspection and negotiation through invoicing, for more than 70 meetings and seminars annually, representing more than $200,000 in revenue, and more than 5,000 total attendees
- Represent The Engineering Center for inaugural Massachusetts Construction Career Days Committee, creating a two-day outreach event for 1100 high school students
- Facilitate annual event including luncheon for 500, seminars and a career fair with Engineers Week – Boston Committee

Membership Coordinator, November 1999 – October 2001

EDUCATION AND PROFESSIONAL DEVELOPMENT

TOASTMASTERS INTERNATIONAL

Top of the Town Club President 2014-2015

INTERACTION INSTITUTE FOR SOCIAL CHANGE

Courses in Facilitative Leadership and Essential Facilitation

UNITED STATES CHAMBER OF COMMERCE INSTITUTE FOR ORGANIZATION MANAGEMENT

2000, 2001, 2002

SOUTHERN NEW HAMPSHIRE UNIVERSITY, MANCHESTER, NH 2014 – PRESENT

Currently enrolled in B.S.B.A. Program

COLLEGE OF NEW ROCHELLE, NEW ROCHELLE, NY

Completed 57 credits toward Bachelor of Arts degree in Political Science 1989 – 1991

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

Lorrie Patterson

30 Thompson St.
Concord, NH 03301
Phone: (603) 228-1462

Objective: To continue working in my present capacity, utilizing my communication, training, and client support skills.

Education

1995-1996: Computer Technical School, Associates in Computer Software, repair, Programming, and Network.
1986-1988: Franklin Peirce College, Business Management

Employment

2012 – Present: Friends Emergency Housing – Program Director
Responsible for the day to day operation of the Friends Emergency Housing Program and for assisting in the contribution of the formulation, development, recommendation, implementation and administration of the agency program's policies, procedures, and business goals.
Responsible for the supervision of all program staff, program activities, building maintenance, and client case management.

2011 – 2012 – Outfitters Boutique – Associate
Responsible for customer services, receiving donations, sorting, loading and unloading of furniture.

2008: Franklin Career Academy – Technology Instructor, Office Secretary.
Responsible for supervision of students, course planning, reporting to DOE, preparing and reporting of budget reports to board meetings, inventory, and assisting with permanent closing of school.

2005-2006: Premium Gas, Convenient Store/gas station – Owner/Operator
Responsible for overall operations of business; including payroll, budgeting, ordering, scheduling, accounting, customer service.

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

1999 – 2000: Crotched Mountain Residential – Program Coordinator
Responsible for budgeting, scheduling, payroll, supervision of 10 staff, house maintenance, direct care of residents, hiring, working closely with residential nurse, client physicians, and families/guardians to ensure best medical care.

1990 -1999 Mentor – Program Coordinator (Company's contract was taken over by Crotched Mountain. My position stayed the same, but I transferred employer). Responsible for budgeting, scheduling, payroll, supervision of 10 staff, house maintenance, direct care of residents, hiring, working closely with residential nurse, client physicians, and families/guardians to ensure best medical care.

Volunteer Work
Volunteered as Assistant Computer Instructor –Franklin Middle School.
Years of PTA,PTO, and other school committee/classroom involvement.
Served on a Committee designated to hire Franklin School District Administration.
Years of service to Youth tball/baseball.

DocuSign Envelope ID: 08A4E9F6-3AE7-4443-8DCA-6036FE5D1815

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Nancy Jean McKeon	Executive Director	77,750	25% spent on shelter	Unknown; contract amount supports approximately 30% of shelter operating costs
Lorrie Patterson	Program Director	50,450	100% spent on shelter	Unknown; contract amount supports approximately 30% of shelter operating costs

15 mac

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

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

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

May 3, 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 amend an existing contract with the vendor listed in **bold**, for the continued provision of the State Grant in Aid (SGIA) Homeless Assistance program, by exercising a contract renewal option by increasing the total price limitation by $177,404 from $12,548,320 to $12,725,724 and by extending the completion date from June 30, 2021, to June 30, 2023, effective upon Governor and Council approval. 100% General Funds.

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

Vendor Name	Vendor Code	Area Served	Current Amount	Increase/ Decrease	Revised Amount	G&C Approval
Bridge House Shelters	165288 - B001	Plymouth NH	$264,968	$0	$264,968	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Community Action Partnership of Strafford County	177200 - B004	Dover NH	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	$0	$0	$0	O: 06/19/19 (Item #40)
Concord Coalition to End Homelessness	267140 - B001	Bow NH	$185,945	$0	$185,945	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Cross Roads House	166570 - B001	Portsmouth NH	$1,390,758	$0	$1,390,758	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)

						A2: 05/19/21 (Tabled Item #15)
Families in Transition, NH	157730 - B001	Manchester NH	$2,942,938	$0	$2,942,938	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Friends Program	**154987 - B001**	**Concord NH**	**$174,710**	**$177,404**	**$352,114**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**
Helping Hands Outreach Center	174226 - R001	Manchester NH	$405,272	$0	$405,272	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Hundred Nights, Inc	TBD	Keene NH	$434,964	$0	$434,964	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Lakes Region Community Developers	156571 - B001	Laconia NH	$204,991	$0	$204,991	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Marquerites Place	157465 - B001	Nashua NH	$327,536	$0	$327,536	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
My Friend's Place	156274 - B001	Dover NH	$305,697	$0	$305,697	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	Nashua NH	$468,328	$0	$468,328	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
New Generation	177295 - B001	Greenland NH	$296,982	$0	$296,982	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	$1,678,826	$0	$1,678,826	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)

						A2: 05/05/21 (Item #15)
Salvation Army Carey House, Laconia	177627 - B001	Laconia NH	$444,758	$0	$444,758	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	Concord NH	$569,845	$0	$569,845	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Seacoast Family Promise	TBD	Exeter NH	$180,305	$0	$180,305	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Southern NH Services	177198 - B006	Manchester NH	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Southwestern Community Services	177511 - R001	Keene NH 03431	$992,485	$0	$992,485	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
The Front Door Agency	156244 - B001	Nashua NH 03064	$557,157	$0	$557,157	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
The Way Home, Inc	166673 - B001	Manchester NH	$256,886	$0	$256,886	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Tri-County CAP, Inc	177195 - B009	Berlin NH	$205,825	$0	$205,825	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
Waypoint	177166 - B002	Manchester NH	$252,556	$0	$252,556	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A2: 07/15/20 (Item #20)
		Total	$12,548,320	$177,404	$12,725,724	

See attached fiscal details.

EXPLANATION

The purpose of this renewal request is to continue State Grant in Aid (SGIA) Homeless Assistance program the Friends Program to ensure individuals and families experiencing housing instability receive the essential services and supports that include case management and emergency shelter services or case management services only.

Approximately 4,500 individuals will be served during State Fiscal Years 2022 and 2023 through this contract and 23 other SGIA Homeless Assistance program Agreements that have been or are anticipated to be approved by the Governor and Council.

The Contractor will continue providing emergency shelter to individuals and families experiencing homelessness or are at risk to. The Contractor will continue providing case management services to individuals and families who are currently in shelters as well as individuals and families who are unsheltered in order to connect them with housing services; other essential services; and provide ongoing case management. The case management services are personalized and based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services; assistance with applications for housing; assistance with applications for public assistance; referrals for healthcare, including mental health or substance use treatment; linkages to education, and employment supports.

The Contractors are monitored for performance through reports available from the Homeless Management Information System, which include information regarding:

- Length of time individuals remain homeless.
- The extent to which individuals who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

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

Should the Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Respectfully submitted,

Lori A. Shibinette
Commissioner

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM
100% General Funds

Bridge House Shelters — Vendor # 1652; Vendor # 1652; Vendor # 165288 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$83,490	$0	$83,490	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$59,130	$0	$59,130	
2022	102/500732	Contracts for Program Services	TBD	$61,174	$0	$61,174	
2023	102/500733	Contracts for Program Services	TBD	$61,174	$0	$61,174	
		Sub Total		$264,968	$0	$264,968	

Community Action Partnership of Strafford County — Vendor # 177200 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$6,588	$0	$6,588	

Community Action Program, Belknap and Merrimack — Vendor # 177203 - B003

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Concord Coalition to End Homelessness — Vendor # 267140 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$10,091	$0	$10,091	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2022	102/500732	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2023	102/500733	Contracts for Program Services	TBD	$58,618	$0	$58,618	
		Sub Total		$185,945	$0	$185,945	

Cross Roads House — Vendor # 166570 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$465,221	$0	$465,221	O: 06/19/19 (Item #40) A1: 07/15/20,
2021	102/500731	Contracts for Program Services	TBD	$301,563	$0	$301,563	
2022	102/500732	Contracts for Program Services	TBD	$311,987	$0	$311,987	

2023	102/500733	Contracts for Program Services	TBD	$311,987	$0	$311,987	(Item #20)
		Sub Total		$1,390,758	$0	$1,390,758	A2: 05/19/21 (Tabled Item #15)

FITNHNH, Inc. Vendor # 157730 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$1,037,418	$0	$1,037,418	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$620,866	$0	$620,866	
2022	102/500732	Contracts for Program Services	TBD	$642,327	$0	$642,327	
2023	102/500733	Contracts for Program Services	TBD	$642,327	$0	$642,327	
		Sub Total		$2,942,938	$0	$2,942,938	

Friends Program Vendor # 154987 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$88,971	$0	$88,971	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$88,702	$88,702	
2023	102/500733	Contracts for Program Services	TBD	$0	$88,702	$88,702	
		Sub Total		$174,710	$177,404	$352,114	

Helping Hands Outreach Center

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$114,908	$0	$114,908	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$94,608	$0	$94,608	
2022	102/500732	Contracts for Program Services	TBD	$97,878	$0	$97,878	
2023	102/500733	Contracts for Program Services	TBD	$97,878	$0	$97,878	
		Sub Total		$405,272	$0	$405,272	

Hundred Nights, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$117,376	$0	$117,376	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$103,478	$0	$103,478	
2022	102/500732	Contracts for Program Services	TBD	$107,055	$0	$107,055	
2023	102/500733	Contracts for Program Services	TBD	$107,055	$0	$107,055	
		Sub Total		$434,964	$0	$434,964	

Lakes Region Community Developers

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$32,587	$0	$32,587	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	

		Sub Total		$204,991	$0	$204,991	A2: 05/19/21 (Tabled Item #15)

Marquerites Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$118,536	$0	$118,536	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$68,300	$0	$68,300	
2022	102/500732	Contracts for Program Services	TBD	$70,350	$0	$70,350	
2023	102/500733	Contracts for Program Services	TBD	$70,350	$0	$70,350	
		Sub Total		$327,536	$0	$327,536	

My Friend's Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$115,144	$0	$115,144	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$62,087	$0	$62,087	
2022	102/500732	Contracts for Program Services	TBD	$64,233	$0	$64,233	
2023	102/500733	Contracts for Program Services	TBD	$64,233	$0	$64,233	
		Sub Total		$305,697	$0	$305,697	

Nashua Soup Kitchen & Shelter, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$196,111	$0	$196,111	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$88,695	$0	$88,695	
2022	102/500732	Contracts for Program Services	TBD	$91,761	$0	$91,761	
2023	102/500733	Contracts for Program Services	TBD	$91,761	$0	$91,761	
		Sub Total		$468,328	$0	$468,328	

New Generation

Vendor # 177295 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$97,357	$0	$97,357	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$65,043	$0	$65,043	
2022	102/500732	Contracts for Program Services	TBD	$67,291	$0	$67,291	
2023	102/500733	Contracts for Program Services	TBD	$67,291	$0	$67,291	
		Sub Total		$296,982	$0	$296,982	

NH Coalition Against Domestic and Sexual Violence

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$363,109	$0	$363,109	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$428,693	$0	$428,693	
2022	102/500732	Contracts for Program Services	TBD	$443,512	$0	$443,512	
2023	102/500733	Contracts for Program Services	TBD	$443,512	$0	$443,512	
		Sub Total		$1,678,826	$0	$1,678,826	

Salvation Army Carey House, Laconia

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$81,802	$0	$81,802	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$118,260	$0	$118,260	
2022	102/500732	Contracts for Program Services	TBD	$122,348	$0	$122,348	
2023	102/500733	Contracts for Program Services	TBD	$122,348	$0	$122,348	
		Sub Total		$444,758	$0	$444,758	

Salvation Army McKenna House, Concord, Eastern Territory

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$188,742	$0	$188,742	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$124,173	$0	$124,173	
2022	102/500732	Contracts for Program Services	TBD	$128,465	$0	$128,465	
2023	102/500733	Contracts for Program Services	TBD	$128,465	$0	$128,465	
		Sub Total		$569,845	$0	$569,845	

Seacoast Family Promise

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$53,270	$0	$53,270	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21
2021	102/500731	Contracts for Program Services	TBD	$41,391	$0	$41,391	
2022	102/500732	Contracts for Program Services	TBD	$42,822	$0	$42,822	
2023	102/500733	Contracts for Program Services	TBD	$42,822	$0	$42,822	
		Sub Total		$180,305	$0	$180,305	

Southern NH Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Southwestern Community Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$302,869	$0	$302,869	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$224,694	$0	$224,694	
2022	102/500732	Contracts for Program Services	TBD	$232,461	$0	$232,461	
2023	102/500733	Contracts for Program Services	TBD	$232,461	$0	$232,461	
		Sub Total		$992,485	$0	$992,485	

The Front Door Agency

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$157,905	$0	$157,905	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$130,086	$0	$130,086	
2022	102/500732	Contracts for Program Services	TBD	$134,583	$0	$134,583	
2023	102/500733	Contracts for Program Services	TBD	$134,583	$0	$134,583	
		Sub Total		$557,157	$0	$557,157	

The Way Home, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$84,482	$0	$84,482	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	
		Sub Total		$256,886	$0	$256,886	

Tri-County CAP, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$87,864	$0	$87,864	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$38,435	$0	$38,435	
2022	102/500732	Contracts for Program Services	TBD	$39,763	$0	$39,763	
2023	102/500733	Contracts for Program Services	TBD	$39,763	$0	$39,763	
		Sub Total		$205,825	$0	$205,825	

Waypoint

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$166,817	$0	$166,817	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A2: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$252,556	$0	$252,556	

Overall Total	$12,548,320	$177,404	$12,725,724

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

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Friends Program, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended and extended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and 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 1.7, Completion Date, to read:

   June 30, 2023

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

   $352,114

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, to read:

   2. Scope of Services

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide that include but are not limited to:

   2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

   2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment on a short-term emergency or transitional basis, as described in RSA 126-A:26.

   2.1.3. Operating a facility in accordance with Exhibit C, Section 15, Operation of Facilities: Compliance with Laws and Regulations that includes, but is not limited to:

   2.1.3.1. Building maintenance and repair.

   2.1.3.2. Security systems.

   2.1.3.3. Heating and possible cooling equipment.

   2.1.3.4. Property and business insurance.

   2.1.3.5. Utilities and furnishings.

   2.1.3.6. Amenities, including bathrooms.

   2.2. The Contractor shall assist individuals and families who are homeless with accessing and applying for services that lead to permanent housing by providing Case

Management Services that include, but are not limited to:

2.2.1. Assessing individual and family needs for well-being and obtaining housing.

2.2.2. Developing individualized plans with the types of services and assistance programs to meet individual and family and needs.

2.2.3. Assisting individuals and families with accessing emergency shelter.

2.2.4. Assisting individuals and families with applying for and accessing permanent housing.

2.2.5. Assisting individuals and families with applying for mainstream benefits, including; but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.2.6. Assisting individuals and families with accessing community providers and supports, that may include, but are not limited to, mental health services, substance use treatment, medical care, employment services, veterans benefits, financial and food assistance, and education supports.

2.3. The Contractor shall comply with program requirements that include, but are not limited to:

2.3.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include:

2.3.1.1. Housing First Approach;

2.3.1.2. Safe and appropriate diversion;

2.3.1.3. Immediate and low-barrier access;

2.3.1.4. Housing-focused, rapid exit services; and

2.3.1.5. Data to measure performance.

2.3.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted op January 23, 2018, that is herein incorporated by reference and as amended.

2.3.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions, which may include but are not limited to mental health services; medication stability; sexual orientation; vulnerability to illness; vulnerability to victimization; vulnerability to physical assault; racial equality; marital status; or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.3.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restricted by law. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf.

2.3.5. Agreeing to on-site monitoring, on an annual basis, to review compliance,

progress, and performance, which includes, but is not limited to:

2.3.5.1. Reviewing policies and procedures for services provided.

2.3.5.2. Reviewing financial analyses.

2.3.5.3. Reviewing for compliance with safety and hazard requirements.

2.3.5.4. Reviewing Data and HMIS entry standards.

2.3.6. Complying with New Hampshire Administrative Rules He-M 314, Rights of Persons Using Emergency Shelters and ensuring individuals understand their rights. http://www.gencourt.state.nh.us/rules/state_agencies/he-m300.html

2.4. The Contractor shall complete a SGIA Program Project Program Monitoring Workbook per Department request.

2.5. The Contractor shall participate in training on contractual compliance and technical assistance, as required by the Department.

4. Modify Exhibit B, Method and Conditions Precedent to Payment Section 3 by adding Subsection 3.6 to read:

3.6. The Contractor shall provide backup documentation for all reimbursement

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

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

State of New Hampshire
Department of Health and Human Services

4/21/2021
Date

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

The Friends Program, Inc.

4/21/2021
Date

DocuSigned by:
Nancy Paul
Name: Nancy Paul
Title: Nancy Paul, Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

4/26/2021
Date

DocuSigned by:
Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

20 mac

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

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

June 29, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend existing **Retroactive** agreements with the vendors listed below to provide the State Grant in Aid (SGIA) Homeless Assistance program, by modifying the agreements to have individual price limitations instead of a shared price limitation for vendors listed in the table below and terminating two agreements with vendors as indicated in the table below, and decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604, with no change to the contract completion dates of June 30, 2021, effective retroactive to July 1, 2020 upon Governor and Council approval. 100% General Funds.

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

Vendor Name	Vendor Code	Area Served	Current Amount	Revised Amount	G&C Approval
Bridge House Shelters	165288 - B001	Plymouth NH	Shared	$142,620	June 19,2019 Item #40
Community Action Partnership of Strafford County	177200 - B004	Dover NH	Shared	$6,588	June 19,2019 Item #40
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	Shared	$0	O
Concord Coalition to End Homelessness	267140 - B001	Bow NH	Shared	$68,709	June 19,2019 Item #40
Cross Roads House	166570 - B001	Portsmouth NH	Shared	$766,784	June 19,2019 Item #40
Families in Transition, NH	157730 - B001	Manchester NH	Shared	$1,658,284	June 19,2019 Item #40
Friends Program	154987 - B001	Concord NH	Shared	$174,710	June 19,2019 Item #40
Helping Hands Outreach Center	174226 - R001	Manchester NH	Shared	$209,516	June 19,2019 Item #40
Hundred Nights, Inc	TBD	Keene NH	Shared	$220,854	June 19,2019 Item #40

Lakes Region Community Developers	156571 - B001	Laconia NH	Shared	$88,761	June 19,2019 Item #40
Marquerites Place	157465 - B001	Nashua NH	Shared	$186,836	June 19,2019 Item #40
My Friend's Place	156274 - B001	Dover NH	Shared	$177,231	June 19,2019 Item #40
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	Nashua NH	Shared	$284,806	June 19,2019 Item #40
New Generation	177295 - B001	Greenland NH	Shared	$162,400	June 19,2019 Item #40
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	Shared	$791,802	June 19,2019 Item #40
Salvation Army Carey House, Laconia	177627 - B001	Laconia NH	Shared	$200,062	June 19,2019 Item #40
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	Concord NH	Shared	$312,915	June 19,2019 Item #40
Seacoast Family Promise	TBD	Exeter NH	Shared	$94,661	June 19,2019 Item #40
Southern NH Services	177198 - B006	Manchester NH	Shared	$0	June 19,2019 Item #40
Southwestern Community Services	177511 - R001	Keene NH 03431	Shared	$527,563	June 19,2019 Item #40
The Front Door Agency	156244 - B001	Nashua NH 03064	Shared	$287,991	June 19,2019 Item #40
The Way Home, Inc	166673 - B001	Manchester NH	Shared	$140,656	June 19,2019 Item #40
Tri-County CAP, Inc	177195 - B009	Berlin NH	Shared	$126,299	July 10, 2019 Item #16
Waypoint	177166 - B002	Manchester NH	Shared	$252,556	June 19,2019 Item #40 A01: August 28, 2019 Item #20B
		Total	**$7,300,000 (Shared)**	**$6,882,604**	

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

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because Department's business operations were disrupted by COVID-19 which led to delays in the contract amendment review and approval process.

The purpose of this request is to modify the agreements to have individual price limitations instead of a shared price limitation and to terminate agreements with two (2) Contractors, decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604. The individual price limitations will allow each vendor to more accurately budget and allocate funding to meet the specific needs of the clients within the community.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Department will monitor the contracted services by requiring the Contractors to submit reports in the HMIS system that include the following:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the State Grant in Aid Homeless Assistance Program

This 1st Amendment to the State Grant in Aid Homeless Assistance Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Friends Program, Inc., (hereinafter referred to as ("the Contractor"), a nonprofit, with a place of business at 202 North State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #40), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, 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, modify the price limitation and modify the scope of services to support continued delivery of these services; and

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

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

   $174,710.

2. Modify P-37, General Provisions, Block 1.3 to read:

   The Friends Program, Inc.

3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1. to read:

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide, including but not limited to:

4. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1.4. to read:

   2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 1, in its entirety.

6. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.1, in its entirety.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.2, to read:

   2.2. The Department will reimburse the Contractor based on the total emergency shelter beds in a program as reported to the Department of Housing and Urban Development. The rate includes all services provided in this Contract on behalf of the individual per day.

8. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, Subsection 3.1,

to read:

3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the fiftieth (15th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State; which shall be completed and signed by the Contractor.

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

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

State of New Hampshire
Department of Health and Human Services

6/23/20
Date

Name: Christine Santaniello
Title: Director, DEHS

The Friends Program, Inc.

6/22/2020
Date

Name: Nancy M Paul
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

06/25/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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:

JUN07'19 PM 1:49 DAS

40 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

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

June 7, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into agreements with the vendors listed below in an amount not to exceed $7,000,000, to provide the State Grant in Aid (SGIA) Homeless Assistance program, effective July 1, 2019, through June 30, 2021, upon Governor and the Executive Council approval. 100% General Funds.

Vendor Name	Vendor Number	Location
Bridge House Shelters	165288 - B001	260 Highland Street Plymouth NH 03264
Community Action Partnership of Strafford County	177200 - B004	577 Central Ave Ste 10 Dover NH 03820
Community Action Program, Belknap and Merrimack	177203 - B003	2 Industrial Park Drive Concord NH 03302
Concord Coalition to End Homelessness	267140 - B001	22 Stack Drive Bow NH 03304
Cross Roads House	166570 - B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition, NH	157730 - B001	122 Market Street Manchester NH 03101
Friends Program	154987 - B001	202 N State Street Concord NH 03301
Helping Hands Outreach Center	174226 - R001	50 Lowell Street Manchester NH 03101
Hundred Nights, Inc	TBD	17 Lamson Street Keene NH 03431
Lakes Region Community Developers	156571 - B001	658 Union Ave Laconia NH 03246
Marquerites Place	157465 - B001	87 Palm Street Nashua NH 03060
My Friend's Place	156274 - B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	2 Quincy Street Nashua NH 03061
New Generation	177295 - B001	9 Tide Mill Road Greenland NH 03840
NH Coalition Against Domestic and Sexual Violence	155510 - B001	One Hundred North Main Street Concord NH 03301

Salvation Army Carey House, Laconia	177627 - B001	177 Union Ave Laconia NH 03246
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	58 Clinton Street Concord NH 03301
Seacoast Family Promise	TBD	27 Hampton Road Exeter NH 03833
Southern NH Services	177198 - B006	40 Pine Street Manchester NH 03108
Southwestern Community Services	177511 - R001	63 Community Way Keene NH 03431
The Front Door Agency	156244 - B001	7 Concord Street, Nashua NH 03064
The Way Home, Inc	166673 - B001	214 Spruce Street Manchester NH 03103
Waypoint	177166 - B002	464 Chestnut Street Manchester NH 03105
		Total: $7,000,000

Funds are available in the following account(s), and are anticipated to be available in State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office. During each State Fiscal Year of the contract, there is a shared price limitation among the vendors of $3,500,000. Consequently, there is no guaranteed minimum or maximum amount of client or service volume.

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	TBD	$3,500,000
2021	102-500731	Contracts for Prog Svc	TBD	$3,500,000
			Total	$7,000,000

EXPLANATION

The purpose of this request is to administer the State Grant in Aid (SGIA) Homeless Assistance program. The Contractors listed above shall be required to either: provide emergency shelter services and case management services or case management services only. The Department will reimburse the Contractor at a rate of $11.00 for services provided to each individual per day.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Contractors shall be monitored for performance through reports available from the HMIS system as follows:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

The vendors listed above were selected for this project through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' web site from March 28, 2019 through April 25, 2019. The Department received twenty six (26) eligible applications, with one vendor withdrawing after submission. The applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the applications. The Bid Summary is attached.

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

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

State Grant-In-Aid Homeless Assistance Program
RFA Name

RFA-2020-DEHS-01-STATE
RFA Number

Reviewer Names

1.
2.
3.
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Bridge House Shelter		100	90
2. New Generation, Inc.		100	100
3. Marguerite's Place		100	100
4. Southwestern Community Services		100	100
5. Cross Roads House		100	100
6. Community Action Program		100	95
7. Waypoint		100	100
8. Seacoast Family Promise		100	95
9. Nashua Soup Kitchen & Shelter, Inc.		100	100
10. NH Coalition Against Domestic & Sexual Violence		100	100
11. The Salvation Army-Carey House		100	100
12. The Salvation Army-McKenna House		100	100

13	New Hampshire Legal Assistance		100	100
14	Helping Hands Outreach Center		100	100
15	Southern New Hampshire Services		100	100
16	Headrest, Inc.		100	0
17	Tri-County Community Action Program, Inc.		100	100
18	Lakes Region Community Developers		100	100
19	My Friend's Place, Emergency Shelter Program		100	100
20	Families in Transition/New Hampshire		100	100
21	Community Action Partnership of Strafford County		100	100
22	Friends Program		100	100
23	Concord Coalition To End Homelessness		100	70
24	The Front Door Agency-Transformational Housing Program		100	100
25	Hundred Nights		100	100
26	The Way Home, Inc.		100	100
28.	0		100	0
29.	0		100	0
30.	0		100	0
31.	0		100	0

Subject: State Grant in Aid Homeless Assistance Program (RFA-2020-DEHS-01-STATE-07)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Friends Program, Inc. nmp		1.4 Contractor Address 202 N State Street Concord NH 03301	
1.5 Contractor Phone Number 603-228-7606	1.6 Account Number 05-95-42-423010-7927-102-500731	1.7 Completion Date 6/30/21	1.8 Price Limitation 7,000,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Nancy M Paul		1.12 Name and Title of Contractor Signatory Executive Director	

1.13 Acknowledgement: State of NH, County of Merrimack

On 5/30/19 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or ~~Justice of the Peace~~

Susan Cassidy-Lyon

1.13.2 Name and Title of Notary or ~~Justice of the Peace~~

Susan Cassidy-Lyon

SUSAN CASSIDY-LYON NOTARY PUBLIC NEW HAMPSHIRE MY COMMISSION EXPIRES APRIL 9, 2020

1.14 State Agency Signature Date: 5/31/19	1.15 Name and Title of State Agency Signatory Christine Santaniello, Director, DEHS
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 6/4/19
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials JMP
Date 5/30/19

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials MM P
Date 5/30/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MMP
Date 5/30/19

Scope of Services

1. Provisions Applicable to All Services

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

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.

2. Scope of Services

2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless or at risk of becoming homeless statewide. Including but not limited to:

2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in RSA 126-A:26.

2.1.3. Operating a facility in accordance with Exhibit C-1 Operation of Facilities: Compliance with Laws and Regulations that includes at a minimum:

2.1.3.1. Building maintenance and repair.

2.1.3.2. Security systems.

2.1.3.3. Heating and possible cooling equipment.

2.1.3.4. Property and business insurance.

2.1.3.5. Utilities and furnishings.

2.1.3.6. Amenities such as bathrooms.

2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless or at-risk of becoming homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

2.1.4.1. Assessing individuals and families' needs for well-being and obtaining housing, and developing an individualized plan to meet those needs.

2.1.4.2. Developing an individualized plan with the types of services and assistance programs to meet their needs.

2.1.4.3. Assisting individuals and families with accessing emergency shelter.

2.1.4.4. Assisting individuals and families with applying for and accessing permanent housing.

2.1.4.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.1.4.6. Assisting individuals and families with accessing community providers and supports, for, including but not limited to, mental health services, substance use treatment, medical care, employment, veterans benefit, financial and food assistance, and education supports.

2.1.5. The Contractor shall comply with the program requirements, which include but are not limited to:

2.1.5.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include but are not limited to:

2.1.5.1.1. Housing First Approach

2.1.5.1.2. Safe and appropriate diversion

2.1.5.1.3. Immediate and low-barrier access

2.1.5.1.4. Housing-focused, rapid exit services

2.1.5.1.5. Data to measure performance

2.1.5.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted on January 23, 2018, that is herein incorporated by reference and as amended.

2.1.5.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions such as but not limited to mental health services, medication stability, sexual orientation, vulnerability to illness, vulnerability to victimization, vulnerability to physical assault, racial equality, marital status or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.1.5.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restrictive by law such as for domestic violence. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.1.5.5. Agreeing to on-site monitoring, on an annual basis, to review compliance, progress, and performance, which includes, but is not limited to:

2.1.5.5.1. Reviewing policies and procedures for services provided.

2.1.5.5.2. Reviewing financial analyses.

2.1.5.5.3. Reviewing for compliance with safety and hazard requirements.

2.1.5.5.4. Reviewing Data and HMIS entry standards.

2.1.5.6. Complying with New Hampshire Administrative Rules He-M 314 Rights of Persons Using Emergency Shelters. http://www.gencourt.state.nh.us/rules/state_agencies/he-m300.html and ensuring that individuals understand their rights

3. Reporting

3.1. The Contractor shall submit monthly reports to the Department, with the corresponding monthly invoice for payment that includes the aggregate number of individuals served, in accordance with Section 2.1.5.4 above, no later than the 10th day of the following month.

3.2. The Contractor shall submit an annual report to the Department, with the aggregate number of individuals served in accordance with Section 2.1.2.4, beginning September 30, 2020 and each year thereafter.

4. Performance Measures

4.1. The Contractor's performance shall be measured to ensure that the data is entered into HMIS in accordance with Section 2.1.5.4, above, and clients are receiving the assistance needed to meet their goals.

4.2. The Contractor shall be monitored for performance through reports available from the HMIS system that include but are not limited to:

4.2.1. Length of time persons remain homeless

4.2.2. The extent to which persons who exit homelessness to permanent housing destinations return to homelessness

4.2.3. Successful exit to permanent housing destinations

Exhibit B

Method and Conditions Precedent to Payment

1. Price Limitation: This agreement is one of multiple agreements that will serve the State Grant in Aid to Homeless program. ***No maximum or minimum client and service volume is guaranteed.*** Accordingly, the price limitation among all agreements is identified in Block 1.8 of the P-37 for the duration of the agreement.
2. The funding source for this agreement for State Grant in Aid (SGIA) Homeless Assistance program are 100% General Funds
   - 2.1. Funds for SGIA Homeless Assistance program across all vendors, statewide, are anticipated to be $7,000,000 and available in the following amounts:
     - 2.1.1. $3,500,000 for State Fiscal Year 2020.
     - 2.1.2. $3,500,000 for State Fiscal Year 2021.
   - 2.2. The Department will reimburse the Contractor at a rate of $11.00 per individual per day. The rate includes all services provided in this agreement on behalf of the individual per day.
3. Payments shall be made as follows:
   - 3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
   - 3.2. In lieu of hard copies submitted to the address listed in Section 5.4. Exhibit B., all invoices may be assigned an electronic signature and emailed to: housingsupportsinvoices@dhhs.nh.gov
   - 3.3. The Contractor shall keep detailed records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses. The Contractor shall return completed invoices, as provided by the Department, no later than thirty (30) days from the

date services are provided.

3.4. The Contractor shall submit completed invoices to:

State Grant in Aid to Homeless, Program
Bureau of Housing Supports
Department of Health and Human Services
Division of Economic and Housing Stability
129 Pleasant Street
Concord, NH 03301
Phone: 603-271-9196

3.5. The State 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.

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

5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

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

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

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

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

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

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

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

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

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

202 N. State Street Concord NH 03301
30 Thompson Street Concord NH 03301

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: The Friends Program, Inc.

5/30/19
Date

Nancy M Paul
Name: Nancy M Paul
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government-wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: The Friends Program, Inc

5/30/19
Date

Nancy M Paul
Name: Nancy M Paul
Title: Executive Director

Vendor Initials NMP
Date 5/30/19

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: The Friends Program, Inc.

5/30/19
Date

Name: Nancy M Paul
Title: Executive Director

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: The Friends Program, Inc.

5/30/19
Date

Nancy M Paul
Name: Nancy M Paul
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: The Friends Program, Inc.

5/30/19
Date

Name: Nancy M Paul
Title: Executive Director

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	The Friends Program, Inc.
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Name of Authorized Representative	Nancy M Paul
Director, DCBCS	Executive Director
Title of Authorized Representative	Title of Authorized Representative
5/31/19	5/30/19
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: The Friends Program, Inc

5/30/19
Date

Nancy M Paul
Name: Nancy M Paul
Title: Executive Director

FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 18-359-1320

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 _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express, written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Helping Hands Outreach Ministries, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), as amended on May 19, 2021, (Tabled Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $577,084

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

10/28/2022
Date

DocuSigned by:
Karen Hebert
628C8CEB1B4A416...
Name: Karen Hebert
Title: Division Director

Helping Hands Outreach Ministries, Inc.

10/20/2022
Date

DocuSigned by:
Lawrence Nice
50B051CEE142453...
Name: Lawrence Nice
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/31/2022
Date

DocuSigned by:
Robyn Guarino
74573464494146D
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: 8E74E2D3-BA97-4FA0-A29D-F337785C0D8E

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HELPING HANDS OUTREACH MINISTRIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 11, 1988. 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: **125185**

Certificate Number: **0005800349**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of June A.D. 2022.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 8E74E2D3-BA97-4FA0-A29D-F337785C0D8E

CERTIFICATE OF AUTHORITY

I, Dana Teufel, 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 Helping Hands Outreach Ministries, Inc..
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 13, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Lawrence Nice, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Helping Hands Outreach Ministries, Inc. to enter into contracts or agreements with
(Name of Corporation/ LLC)

The State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: Oct 14, 2022

Signature of Elected Officer
Name: Dana Teufel
Title: Treasurer of the Board

DocuSign Envelope ID: 8E74E2D3-BA97-4FA0-A29D-F337785C0D8E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Michele Palmer PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 845-4331 E-MAIL ADDRESS: manch.certs@crossagency.com
INSURED Helping Hands Outreach Ministries Inc 50 Lowell Street Manchester NH 03101	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Harleysville Worcester Ins Co 26182 INSURER B : Harleysville Ins Co. 23582 INSURER C : NorGuard Ins Co 31470 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 22-23 All Lines **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC [ ] OTHER:			MPA00000099914Y	01/01/2022	01/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA 00000099916Y	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CMB00000099915Y	01/01/2022	01/01/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
C	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		HEWC349325 (3a.) NH	04/17/2022	04/17/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

State of New Hampshire Dept of Health & Human Services
129 Pleasant Street
Concord NH 03301-3857

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

Joshua Poirier-SBL - AAI, CRIS

© 1988-2015 ACORD CORPORATION. All rights reserved.

DocuSign Envelope ID: 8E74E2D3-BA97-4FA0-A29D-F337785C0D8E

Mission Statement of Helping Hands Outreach Ministries, Inc.

Helping Hands supports homeless men who aspire to live sober, responsible, and meaningful lives.

DocuSign Envelope ID: 8E74E2D3-BA97-4FA0-A29D-F337785C0D8E

HELPING HANDS OUTREACH MINISTRIES, INC.

FINANCIAL REPORT

YEAR ENDED JUNE 30, 2021

DocuSign Envelope ID: 8E74E2D3-BA97-4FA0-A29D-F337785C0D8E

CONTENTS

	Page
INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS	1-2
FINANCIAL STATEMENTS	
Statement of Financial Position	3
Statement of Activities and Changes in Net Assets	4
Statement of Functional Expenses	5
Statement of Cash Flows	6
Notes to Financial Information	7-11

DocuSign Envelope ID: 8E74E2D3-BA97-4FA0-A29D-F337785C0D8E

JOHN RILEY & COMPANY
CERTIFIED PUBLIC ACCOUNTANT
P.O. Box 431
LACONIA, NEW HAMPSHIRE 03247
Cell 603-731-9854 johnrileycpa@gmail.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Helping Hands Outreach Ministries, Inc.
Manchester, New Hampshire

Opinion
We have audited the accompanying statement of financial position of Helping Hands Outreach Ministries, Inc. as of June 30, 2021, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements. In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Helping Hands Outreach Ministries, Inc. as of June 30, 2021, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion
We conducted our audit in accordance with auditing standards generally accepted in the United State of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Helping Hands Outreach Ministries, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Helping Hands Outreach Ministries, Inc.'s ability to continue as a going concern for the year ending June 30, 2022.

Auditor's Responsibility for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but it is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exits. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users made on the basis of these financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatements of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Helping Hands Outreach Ministries, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events. considered in the aggregate, that raise substantial doubt about Helping Hands Outreach Ministries, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit, if any.

John Riley & Company

Laconia, New Hampshire
January 20, 2022

DocuSign Envelope ID: 8E74E2D3-BA97-4FA0-A29D-F337785C0D8E

HELPING HANDS OUTREACH MINISTRIES, INC.
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2021

ASSETS		
CURRENT ASSETS		
Cash and equivalents	$	59,446
Deposits		500
		59,946
PROPERTY AND EQUIPMENT, at cost		
Land and buildings		892,912
Building improvements		76,842
Furniture and equipment		72,993
		1,042,747
Less accumulated depreciation		(368,006)
		674,741
OTHER ASSETS		
Debt issuance costs, net of amortization		8,079
	$	742,766
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$	7,766
Current maturities of long-term debt		34,504
		42,270
OTHER LIABILITY, long-term debt less current maturities		493,307
NET ASSETS		
Unrestricted net assets		207,189
Temporarily restricted net assets		-
		207,189
	$	742,766

See Notes to Financial Statements

DocuSign Envelope ID: 8E74E2D3-BA97-4FA0-A29D-F337785C0D8E

HELPING HANDS OUTREACH MINISTRIES, INC.
STATEMENT OF ACTIVITIES
Year Ended June 30, 2021

UNRESTRICTED NET ASSETS		
Revenue and Support:		
Support - individuals, corporations and churches	$	13,083
Rents		7,650
Program service revenues		125,810
Fundraising		2,500
Interest income		2
		149,045
Net assets released from restrictions		150,139
		299,184
Functional expenses:		
Program services		330,636
Management and general		5,667
Fundraising		-
		336,303
Increase in unrestricted net assets		(37,119)
TEMPORARILY RESTRICTED NET ASSETS		
Support - public agencies		137,639
Support - corporations		12,500
Net assets released from restrictions		
Satisfaction of donor-imposed restrictions		(150,139)
Increase in temporarily restricted net assets		-
Operating income		(37,119)
OTHER INCOME, Small Business Administration grant, Paycheck Protection Program		25,600
Net income		(11,519)
NET ASSETS, beginning of year		218,708
NET ASSETS, end of year	$	207,189

See Notes to Financial Statements

DocuSign Envelope ID: 8E74E2D3-BA97-4FA0-A29D-F337785C0D8E

HELPING HANDS OUTREACH MINISTRIES, INC.
STATEMENT OF FUNCTIONAL EXPENSES
Year Ended June 30, 2021

	Program Services	Management & General	Fundraising	Total
Automobile expense	$ 1,619	$ -	$ -	$ 1,619
Salaries and wages	151,437	-	-	151,437
Payroll taxes	13,367	-	-	13,367
Depreciation and amortization	20,742	-	-	20,742
Employee benefit - health insurance	1,348	-	-	1,348
Insurance - worker compensation	4,864	-	-	4,864
Outside services	8,250	600	-	8,850
Occupancy:				
Insurance - building	10,647	594	-	11,241
Repairs and maintenance	11,436	-	-	11,436
Utilities	42,719	-	-	42,719
Equipment rental	1,904	-	-	1,904
Office supplies and expense	1,302	1,301	-	2,603
Bank service charges	-	47	-	47
State & local fees	1,139	-	-	1,139
Staff travel	275	-	-	275
Benevolence	65	-	-	65
Professional fees	3,125	3,125	-	6,250
Shelter supplies	16,315	-	-	16,315
Gendron House supplies	1,936	-	-	1,936
Direct program expenses	16,250	-	-	16,250
Interest expense	18,142	-	-	18,142
Telephone & internet	2,462	-	-	2,462
Staff appreciation	322	-	-	322
Staff continuing education	400	-	-	400
Other expenses	570	-	-	570
	$ 330,636	$ 5,667	$ -	$ 336,303

See Notes to Financial Statements

DocuSign Envelope ID: 8E74E2D3-BA97-4FA0-A29D-F337785C0D8E

HELPING HANDS OUTREACH MINISTRIES, INC.
STATEMENT OF CASH FLOWS
Year Ended June 30, 2021

CASH FLOWS FROM OPERATING ACTIVITIES		
(Decrease) in net assets	$	(11,519)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation		20,396
Amortization		346
(Increase) in deposits		-
Increase in accounts payable and accrued expenses		1,439
Net cash provided by operating activities		10,662
CASH FLOWS FROM INVESTING ACTIVITIES		
Payments for property & equipment		-
Net cash (used in) investing activities		-
CASH FLOWS FROM FINANCING ACTIVITIES		
Net repayments of long-term debt		(29,237)
Net cash (used in) financing activities		(29,237)
Net (decrease) in cash and cash equivalents		(18,575)
Cash and cash equivalents, beginning of year		78,021
Cash and cash equivalents, end of year	$	59,446
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for:		
Interest	$	18,142

See Notes to Financial Statements

DocuSign Envelope ID: 8E74E2D3-BA97-4FA0-A29D-F337785C0D8E

NOTE 1. NATURE OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization:

Helping Hands Outreach Ministries, Inc. (the Ministry) is a New Hampshire nonprofit corporation organized to provide services to the needy such as transitional housing, food, clothing and other services so as to provide relief from poverty and distress in the community. The Ministry is supported primarily through donor contributions and grants.

Significant Accounting Policies

Basis of accounting:

The financial records of the Ministry are maintained on the accrual basis of accounting.

Financial Statement Presentation:

The Ministry adheres to the Presentation of Financial Statements for Not-for-Profit Organizations topic of the FASB Accounting Standards Codification as expressed in FASC ASC 958-205. Under ASC 958-205, the Ministry is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. As of June 30, 2021, the Ministry had no permanently restricted net assets.

The Ministry accounts for contributions received in accordance with FASB ASC 958-605. In accordance with ASC 958-605, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence or nature of any donor restrictions. ASC 958-310 requires that unconditional promises to give (pledges) be recorded as receivables and recognized as revenues.

Cash and Cash Equivalents:

For purpose of the statement of cash flows, the Ministry considers cash and cash equivalents to include only cash on hand, cash in checking accounts, and certain savings accounts, certificates of deposit and money market accounts if readily available for current operations.

Promises to Gives:

Contributions are recognized when the donor makes a promise to give to the Ministry, that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in net assets if restrictions expire within the fiscal year in which the contribution is recognized. All other donor-restricted contributions are reported as temporarily or permanently restricted net assets depending upon the nature of the restrictions. When a restriction expires, temporarily restricted assets are reclassified to unrestricted net assets.

DocuSign Envelope ID: 8E74E2D3-BA97-4FA0-A29D-F337785C0D8E

NOTE 1. NATURE OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Tax Status:

The Ministry is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. However, any income from activities not directly related to the Ministry's tax-exempt purpose is subjected to taxation as unrelated business income. In addition, the Ministry qualifies for the charitable contribution deduction under Section 170(b)(1)(A) of the Code, and has been classified as an organization that is not a private foundation under Section 509(a).

Property and Equipment:

Property and equipment are recorded at cost if purchased or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support.

Depreciation is computed using the straight-line method over the estimated useful lives of the assets of 5 to 39 years.

The Ministry's policy is to capitalize property and equipment acquisitions and improvements that either increase the value of an asset or increase the estimated useful life of an asset.

Use of Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Donated Materials, Facilities and Services:

Donated materials and facilities are recorded as contributions and as property and equipment or expense in the period received at fair value. SFAS 116 requires unconditional promises to give materials and facilities to be recorded as contributions even though the Ministry may not receive the assets or benefits until a future period.

DocuSign Envelope ID: 8E74E2D3-BA97-4FA0-A29D-F337785C0D8E

NOTE 1. NATURE OF ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

Shelter Furnishings:

Furnishings for the shelter operated by the Ministry consist primarily of donated furniture and fixtures. No amounts for donated shelter furnishings have been reflected on the statement of financial position, as the Ministry does not deem such amounts to be materially sufficient to warrant capitalization. Purchased shelter furnishings are generally expensed in the year of purchase.

Functional Expenses:

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Accounts Receivable:

Accounts receivable do not include an allowance for doubtful accounts since the Ministry believes all amounts to be collectible.

NOTE 2. IN-KIND DONATIONS

A substantial number of volunteers have donated significant amounts of time to the Ministry's programs and support services. However, no amounts have been reflected in the statement of activities for contributed services as no objective basis is available to measure the value of such services. Contributed services include services in such areas as counseling, distribution of food, clothing and household goods, computer programming and maintenance, management, accounting and finance, legal and professional, fundraising and administrative support.

In accordance with generally accepted accounting principles, no amounts are reflected in the statements of operations for donated goods that are received by the Ministry and redistributed to the ultimate beneficiaries. Donated services of $600 have been reflected in the financial statements, relating to professional fees valued at $3,100 for which the Ministry was billed $2,500.

NOTE 3. RESTRICTIONS ON NET ASSETS

As of June 30, 2021, there were no temporarily restricted net assets.

DocuSign Envelope ID: 8E74E2D3-BA97-4FA0-A29D-F337785C0D8E

NOTE 4. LONG-TERM DEBT

Details of the Ministry's note payable and long-term debt are as follows:

Long-term debt:	
Note payable, bank, with an adjustable rate of interest (4.67% at June 30, 2021), due in initial monthly installments of $752 through October 2044, collateralized by real estate	$ 127,402
Note payable, bank, with interest at 5.55%, due in monthly installments of $3,196 through September 2027, collateralized by real estate	199,451
Note payable, other financing entity, with interest at 0%, due in annual installments of $14,985 beginning January 1, 2023 through April 2036	200,958
	527,811
Less: current maturities	(34,504)
Long-term debt	$ 493,307

The Ministry is in substantial compliance with the terms of its debt agreements.

Future maturities of long-term debt are as follows:

Year ending June 30:	
2022	$ 34,504
2023	43,802
2024	45,729
2025	47,787
2026	49,984
Thereafter	306,005
	$ 527,811

The City of Manchester (New Hampshire) has agreed to temporarily defer repayment of its loan in the outstanding amount of $200,958. Repayment in the annual amount of $14,985 will re-commence in January 2023 until repaid. This note carries a 0% rate of interest.

NOTE 5. ECONOMIC DEPENDENCY

The Ministry receives a substantial portion of its support from federal and state government entities. A significant reduction in the level of this support, if it were to occur, might have an effect on the Ministry's ability to deliver its programs and conduct its activities.

DocuSign Envelope ID: 8E74E2D3-BA97-4FA0-A29D-F337785C0D8E

NOTE 6. CONTINGENCIES

The facility from which the Ministry operates is not in technical compliance with the Federal Code Requirements of the Americans with Disabilities Act (ADA). Management has estimated that a cost of $65,000 would be required to bring the facility up to code standards. The Ministry's ability to receive future grant awards could be negatively impacted should the Ministry's facility not be brought into compliance with the ADA in the near future.

The Ministry has adopted FASB Interpretation No. 48, *Accounting for Uncertainties in Income Taxes* (FASB ASC 740). Accordingly, management has evaluated the Ministry's tax positions and has concluded that the Ministry has maintained its tax-exempt status, does not have any significant unrelated business taxable income and has taken no uncertain tax positions that require adjustment or disclosure in the financial statements at June 30, 2021.

The Ministry files Form 990. With few exceptions, the Ministry is no longer subject to U.S. federal tax examinations for years prior to 2017.

NOTE 7. SUBSEQUENT EVENTS

The Ministry has evaluated subsequent events through January 20, 2022, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements for the period ended June 30, 2021.

NOTE 8. SMALL BUSINESS ADMINISTRATION GRANT

On March 30, 2021, the Ministry applied for and received a Paycheck Protection Program (PPP) loan in the amount of $25,600 from the United States Small Business Administration as part of the CARES Act response to the Covid-19 pandemic. While the proceeds were initially in the form of a loan, under the terms of the PPP, if the Ministry disburses the funds for eligible expenses within a specific time period, the loan will be forgiven. The Ministry has applied for forgiveness under the provisions of the PPP and it believes that such forgiveness will be realized. Due to the reasonable expectation that the loan will be forgiven, the proceeds have been treated as a grant and have been separately stated as such on the Statement of Activities.

DocuSign Envelope ID: 8E74E2D3-BA97-4FA0-A29D-F337785C0D8E

HELPING HANDS OUTREACH CENTER
BOARD OF DIRECTORS
2022

- **Stephen Mitchell, Chairman began 11/8/2017**

- **Terry Smith, Secretary began 5/1/2018**
  Secretary
  Real Estate/Business Consultant, currently unemployed

- **Mr. Dana Teufel, Treasurer began 11/16/2017**

- **Ms. Mary Chevalier, began 7/11/2018**

- **Mr. Jock Dyer, began 9/12/2019**

DocuSign Envelope ID: 8E74E2D3-BA97-4FA0-A29D-F337785C0D8E

LAWRENCE W. NICE

CAREER GOAL

Application of evidence-based practices to assist homeless adults with substance use disorder and mental health issues in societal re-integration by promoting pro-social decision making – development of emergency and transitional housing.

EMPLOYMENT

2017-2022 Executive Director of Helping Hands Outreach Ministries - Daily oversight of a homeless shelter for 32 men, and a transitional living home for 16 men, 12 more rooms to be added by 12/1/2022. Oversees a full-time Case Manager, contracted bookkeeper and accountant, part-time House Manager, part-time volunteer Chaplain/Life Coach. Duties include financial management, fund raising, grant writing, maintenance, decision-making regarding incoming residents as well as those being discharged, and program oversight.

1988-2017 New Hampshire Department of Corrections, Concord, NH
Corrections Counselor, Case Manager - Assisting inmates with societal re-integration including counseling, co-facilitating treatment groups with Master LADC, teaching evidence-based classes - Thinking for a Change, job development, resume writing, referral to community treatment providers, health insurance enrollment.
As the Institutional Parole Officer at NH State Prison for Men, enabled men to secure employment, housing, mental health and substance mis-use treatment. Re-Entry expert at the Calumet Halfway House for 16 years and 2 years at the Manchester Probation Parole Office further enhancing societal re-integration through teamwork with Greater Manchester agencies.

1984-1988 Trinity Evangelical Church, North Reading, Massachusetts
Assistant Pastor, supervised Christian Education, youth programs, visitation

1976-1980 Christian Fellowship School, Laconia, NH
Taught all High School subjects, Coached Soccer

1974-1976 The New Hampton School, New Hampton, NH
Instructor of Chemistry, Physics, SAT Math Prep
Coached Cross Country, Nordic Skiing, Dorm Advisor

EDUCATION

1980-1982 Oral Roberts Theological Seminary, Tulsa, Oklahoma
Master of Divinity, emphasis in counseling

1969-1973 Tufts University, Medford, Massachusetts
B.A., Double Major, History and Religion

DocuSign Envelope ID: 8E74E2D3-BA97-4FA0-A29D-F337785C0D8E

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Lawrence Nice	Executive Director	$28,000 (about 50%)

15 mac

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 6, 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 amend existing contracts with the vendors listed below in bold, for the continued provision of the State Grant in Aid (SGIA) Homeless Assistance program, by exercising contract renewal options by increasing the total price limitation by $5,665,716 from $6,882,604 to $12,548,320 and by extending the completion dates from June 30, 2021 to June 30, 2023 effective upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Bridge House Shelters	**165288 - B001**	**Plymouth NH**	**$142,620**	**$122,348**	**$264,968**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**
Community Action Partnership of Strafford County	177200 - B004	Dover NH	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	$0	$0	$0	O: 06/19/19 (Item #40)
Concord Coalition to End Homelessness	**267140 - B001**	**Bow NH**	**$68,709**	**$117,236**	**$185,945**	**O: 06/19/19 (Item #40) A1: July 15, 2020 Item #20**
Cross Roads House	**166570 - B001**	**Portsmouth NH**	**766,784**	**$623,974**	**1,390,758**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**

Families in Transition, NH	157730 - B001	Manchester NH	$1,658,284	$1,284,654	$2,942,938	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Friends Program	154987 - B001	Concord NH	$174,710	$0.00	$174,710	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Helping Hands Outreach Center	174226 - R001	Manchester NH	$209,516	$195,756	$405,272	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Hundred Nights, Inc.	TBD	Keene NH	$220,854	$214,110	$434,964	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Lakes Region Community Developers	156571 - B001	Laconia NH	$88,761	$116,230	$204,991	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Marguerites Place	157465 - B001	Nashua NH	$186,836	$140,700	$327,536	O: 06/19/19 (Item #40) Item #40 A1: 07/15/20 (Item #20)
My Friend's Place	156274 - B001	Dover NH	$177,231	$128,466	$305,697	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Nashua Soup Kitchen & Shelter, Inc.	174173 - R001	Nashua NH	$284,806	$183,522	$468,328	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
New Generation	177295 - B001	Greenland NH	$162,400	$134,582	$296,982	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	$791,802	$887,024	$1,678,826	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)

Salvation Army Carey House, Laconia	**177627 - B001**	**Laconia NH**	**$200,062**	**$244,696**	**$444,758**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Salvation Army McKenna House, Concord, Eastern Territory	**177627 - B003**	**Concord NH**	**$312,915**	**$256,930**	**$569,845**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Seacoast Family Promise	**TBD**	**Exeter NH**	**$94,661**	**$85,644**	**$180,305**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Southern NH Services	177198 - B006	Manchester NH	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Southwestern Community Services	**177511 - R001**	**Keene NH**	**$527,563**	**$464,922**	**$992,485**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Front Door Agency	**156244 - B001**	**Nashua NH**	**$287,991**	**$269,166**	**$557,157**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Way Home, Inc.	**166673 - B001**	**Manchester NH**	**$140,656**	**$116,230**	**$256,886**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Tri-County CAP, Inc.	**177195 - B009**	**Berlin NH**	**$126,299**	**$79,526**	**$205,825**	**O: 07/10/19 Item #16 A1: 07/15/20 (Item #20)**
Waypoint	177166 - B002	Manchester NH	$252,556	$0.00	$252,556	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A1: 07/15/20 (Item #20)
		Total:	$6,882,604	$5,665,716	$12,548,320	

Funds are anticipated to be available in State Fiscal Years 2022 and 2023 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue State Grant in Aid (SGIA) Homeless Assistance program .to ensure individuals and families experiencing housing instability receive the essential services and supports that include case management and emergency shelter services or case management services only.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will continue providing emergency shelter to individuals and families who are homeless. The Contractors will also continue providing case management services to individuals and families who are currently in shelters as well as individuals and families who are unsheltered in order to link them with housing services; other essential services; and provide ongoing case management. The case management services are personalized and based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services; assistance with applications for housing; assistance with applications for public assistance; referrals for healthcare, including mental health or substance use treatment; linkages to education, and employment supports.

The Contractors are monitored for performance through reports available from the Homeless Management Information System, which include information regarding:

- Length of time individuals remain homeless.
- The extent to which individuals who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

As referenced in Exhibits C-1 of the original contracts, 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 Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Respectfully submitted,

Lori A. Shibinette
Commissioner

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM
100% General Funds

Bridge House Shelters — Vendor # 1652; Vendor # 1652; Vendor # 165288 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$83,490	$0	$83,490	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$59,130	$0	$59,130	
2022	102/500732	Contracts for Program Services	TBD	$61,174	$0	$61,174	
2023	102/500733	Contracts for Program Services	TBD	$61,174	$0	$61,174	
		Sub Total		$264,968	$0	$264,968	

Community Action Partnership of Strafford County — Vendor # 177200 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$6,588	$0	$6,588	

Community Action Program, Belknap and Merrimack — Vendor # 177203 - B003

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Concord Coalition to End Homelessness — Vendor # 267140 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$10,091	$0	$10,091	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2022	102/500732	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2023	102/500733	Contracts for Program Services	TBD	$58,618	$0	$58,618	
		Sub Total		$185,945	$0	$185,945	

Cross Roads House — Vendor # 166570 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$465,221	$0	$465,221	O: 06/19/19 (Item #40) A1: 07/15/20,
2021	102/500731	Contracts for Program Services	TBD	$301,563	$0	$301,563	
2022	102/500732	Contracts for Program Services	TBD	$311,987	$0	$311,987	

2023	102/500733	Contracts for Program Services	TBD	$311,987	$0	$311,987	(Item #20) A2: 05/19/21 (Tabled Item #15)
		Sub Total		$1,390,758	$0	$1,390,758	

FITNHNH, Inc. Vendor # 157730 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$1,037,418	$0	$1,037,418	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$620,866	$0	$620,866	
2022	102/500732	Contracts for Program Services	TBD	$642,327	$0	$642,327	
2023	102/500733	Contracts for Program Services	TBD	$642,327	$0	$642,327	
		Sub Total		$2,942,938	$0	$2,942,938	

Friends Program Vendor # 154887 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$88,971	$0	$88,971	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$88,702	$88,702	
2023	102/500733	Contracts for Program Services	TBD	$0	$88,702	$88,702	
		Sub Total		$174,710	$177,404	$352,114	

Helping Hands Outreach Center

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$114,908	$0	$114,908	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$94,608	$0	$94,608	
2022	102/500732	Contracts for Program Services	TBD	$97,878	$0	$97,878	
2023	102/500733	Contracts for Program Services	TBD	$97,878	$0	$97,878	
		Sub Total		$405,272	$0	$405,272	

Hundred Nights, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$117,376	$0	$117,376	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$103,478	$0	$103,478	
2022	102/500732	Contracts for Program Services	TBD	$107,055	$0	$107,055	
2023	102/500733	Contracts for Program Services	TBD	$107,055	$0	$107,055	
		Sub Total		$434,964	$0	$434,964	

Lakes Region Community Developers

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$32,587	$0	$32,587	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	

		Sub Total		$204,991	$0	$204,991	A2: 05/19/21 (Tabled Item #15)

Marquerites Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$118,536	$0	$118,536	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$68,300	$0	$68,300	
2022	102/500732	Contracts for Program Services	TBD	$70,350	$0	$70,350	
2023	102/500733	Contracts for Program Services	TBD	$70,350	$0	$70,350	
		Sub Total		$327,536	$0	$327,536	

My Friend's Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$115,144	$0	$115,144	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$62,087	$0	$62,087	
2022	102/500732	Contracts for Program Services	TBD	$64,233	$0	$64,233	
2023	102/500733	Contracts for Program Services	TBD	$64,233	$0	$64,233	
		Sub Total		$305,697	$0	$305,697	

Nashua Soup Kitchen & Shelter, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$196,111	$0	$196,111	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$88,695	$0	$88,695	
2022	102/500732	Contracts for Program Services	TBD	$91,761	$0	$91,761	
2023	102/500733	Contracts for Program Services	TBD	$91,761	$0	$91,761	
		Sub Total		$468,328	$0	$468,328	

Vendor # 177295 - B001

New Generation

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$97,357	$0	$97,357	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$65,043	$0	$65,043	
2022	102/500732	Contracts for Program Services	TBD	$67,291	$0	$67,291	
2023	102/500733	Contracts for Program Services	TBD	$67,291	$0	$67,291	
		Sub Total		$296,982	$0	$296,982	

NH Coalition Against Domestic and Sexual Violence

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$363,109	$0	$363,109	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$428,693	$0	$428,693	
2022	102/500732	Contracts for Program Services	TBD	$443,512	$0	$443,512	
2023	102/500733	Contracts for Program Services	TBD	$443,512	$0	$443,512	
		Sub Total		$1,678,826	$0	$1,678,826	

Salvation Army Carey House, Laconia

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$81,802	$0	$81,802	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$118,260	$0	$118,260	
2022	102/500732	Contracts for Program Services	TBD	$122,348	$0	$122,348	
2023	102/500733	Contracts for Program Services	TBD	$122,348	$0	$122,348	
		Sub Total		$444,758	$0	$444,758	

Salvation Army McKenna House, Concord, Eastern Territory

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$188,742	$0	$188,742	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$124,173	$0	$124,173	
2022	102/500732	Contracts for Program Services	TBD	$128,465	$0	$128,465	
2023	102/500733	Contracts for Program Services	TBD	$128,465	$0	$128,465	
		Sub Total		$569,845	$0	$569,845	

Seacoast Family Promise

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$53,270	$0	$53,270	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21
2021	102/500731	Contracts for Program Services	TBD	$41,391	$0	$41,391	
2022	102/500732	Contracts for Program Services	TBD	$42,822	$0	$42,822	
2023	102/500733	Contracts for Program Services	TBD	$42,822	$0	$42,822	
		Sub Total		$180,305	$0	$180,305	

Southern NH Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Southwestern Community Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$302,869	$0	$302,869	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$224,694	$0	$224,694	
2022	102/500732	Contracts for Program Services	TBD	$232,461	$0	$232,461	
2023	102/500733	Contracts for Program Services	TBD	$232,461	$0	$232,461	
		Sub Total		$992,485	$0	$992,485	

The Front Door Agency

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$157,905	$0	$157,905	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$130,086	$0	$130,086	
2022	102/500732	Contracts for Program Services	TBD	$134,583	$0	$134,583	
2023	102/500733	Contracts for Program Services	TBD	$134,583	$0	$134,583	
		Sub Total		$557,157	$0	$557,157	

The Way Home, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$84,482	$0	$84,482	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	
		Sub Total		$256,886	$0	$256,886	

Tri-County CAP, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$87,864	$0	$87,864	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$38,435	$0	$38,435	
2022	102/500732	Contracts for Program Services	TBD	$39,763	$0	$39,763	
2023	102/500733	Contracts for Program Services	TBD	$39,763	$0	$39,763	
		Sub Total		$205,825	$0	$205,825	

Waypoint

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$166,817	$0	$166,817	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #208) A2: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$252,556	$0	$252,556	

Overall Total	$12,548,320	$177,404	$12,725,724	

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Helping Hands Outreach Ministries, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended and extended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and 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 1.7, Completion Date, to read:

   June 30, 2023

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $405,272

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, to read:

   2. Scope of Services

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide that include but are not limited to:

   2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

   2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment on a short-term emergency or transitional basis, as described in RSA 126-A:26.

   2.1.3. Operating a facility in accordance with Exhibit C, Section 15, Operation of Facilities: Compliance with Laws and Regulations that includes, but is not limited to:

   2.1.3.1. Building maintenance and repair.

   2.1.3.2. Security systems.

   2.1.3.3. Heating and possible cooling equipment.

   2.1.3.4. Property and business insurance.

   2.1.3.5. Utilities and furnishings.

   2.1.3.6. Amenities, including bathrooms.

   2.2. The Contractor shall assist individuals and families who are homeless with accessing and applying for services that lead to permanent housing by providing Case

Management Services that include, but are not limited to:

2.2.1. Assessing individual and family needs for well-being and obtaining housing.

2.2.2. Developing individualized plans with the types of services and assistance programs to meet individual and family and needs.

2.2.3. Assisting individuals and families with accessing emergency shelter.

2.2.4. Assisting individuals and families with applying for and accessing permanent housing.

2.2.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.2.6. Assisting individuals and families with accessing community providers and supports, that may include, but are not limited to, mental health services, substance use treatment, medical care, employment services, veterans benefits, financial and food assistance, and education supports.

2.3. The Contractor shall comply with program requirements that include, but are not limited to:

2.3.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include:

2.3.1.1. Housing First Approach;

2.3.1.2. Safe and appropriate diversion;

2.3.1.3. Immediate and low-barrier access;

2.3.1.4. Housing-focused, rapid exit services; and

2.3.1.5. Data to measure performance.

2.3.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted op January 23, 2018, that is herein incorporated by reference and as amended.

2.3.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions, which may include but are not limited to mental health services; medication stability; sexual orientation; vulnerability to illness; vulnerability to victimization; vulnerability to physical assault; racial equality; marital status; or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.3.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restricted by law. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.3.5. Agreeing to on-site monitoring, on an annual basis, to review compliance,

progress, and performance, which includes, but is not limited to:

2.3.5.1. Reviewing policies and procedures for services provided.

2.3.5.2. Reviewing financial analyses.

2.3.5.3. Reviewing for compliance with safety and hazard requirements.

2.3.5.4. Reviewing Data and HMIS entry standards.

2.3.6. Complying with New Hampshire Administrative Rules He-M 314, Rights of Persons Using Emergency Shelters and ensuring individuals understand their rights. http://www.gencourt.state.nh.us/rules/state_agencies.he-m300.html

2.4. The Contractor shall complete a SGIA Program Project Program Monitoring Workbook per Department request.

2.5. The Contractor shall participate in training on contractual compliance and technical assistance, as required by the Department.

4. Modify Exhibit B, Method and Conditions Precedent to Payment Section 3 by adding Subsection 3.6 to read:

3.6. The Contractor shall provide backup documentation for all reimbursement requests.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/21/2021
Date

DocuSigned by:
Christine Santaniello
Name: Christine Santaniello
Title: Director

Helping Hands Outreach Ministries, Inc.

3/19/2021
Date

DocuSigned by:
Lawrence Nice
Name: Lawrence Nice
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/31/2021
Date

DocuSigned by:
[signature]
D5CA82026E12C4AE
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

20 mac

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 29, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend existing **Retroactive** agreements with the vendors listed below to provide the State Grant in Aid (SGIA) Homeless Assistance program, by modifying the agreements to have individual price limitations instead of a shared price limitation for vendors listed in the table below and terminating two agreements with vendors as indicated in the table below, and decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604, with no change to the contract completion dates of June 30, 2021, effective retroactive to July 1, 2020 upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Revised Amount	G&C Approval
Bridge House Shelters	165288 - B001	Plymouth NH	Shared	$142,620	June 19,2019 Item #40
Community Action Partnership of Strafford County	177200 - B004	Dover NH	Shared	$6,588	June 19,2019 Item #40
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	Shared	$0	O:
Concord Coalition to End Homelessness	267140 - B001	Bow NH	Shared	$68,709	June 19,2019 Item #40
Cross Roads House	166570 - B001	Portsmouth NH	Shared	$766,784	June 19,2019 Item #40
Families in Transition, NH	157730 - B001	Manchester NH	Shared	$1,658,284	June 19,2019 Item #40
Friends Program	154987 - B001	Concord NH	Shared	$174,710	June 19,2019 Item #40
Helping Hands Outreach Center	174226 - R001	Manchester NH	Shared	$209,516	June 19,2019 Item #40
Hundred Nights, Inc	TBD	Keene NH	Shared	$220,854	June 19,2019 Item #40

Lakes Region Community Developers	156571 - B001	Laconia NH	Shared	$88,761	June 19,2019 Item #40
Marquerites Place	157465 - B001	Nashua NH	Shared	$186,836	June 19,2019 Item #40
My Friend's Place	156274 - B001	Dover NH	Shared	$177,231	June 19,2019 Item #40
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	Nashua NH	Shared	$284,806	June 19,2019 Item #40
New Generation	177295 - B001	Greenland NH	Shared	$162,400	June 19,2019 Item #40
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	Shared	$791,802	June 19,2019 Item #40
Salvation Army Carey House, Laconia	177627 - B001	Laconia NH	Shared	$200,062	June 19,2019 Item #40
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	Concord NH	Shared	$312,915	June 19,2019 Item #40
Seacoast Family Promise	TBD	Exeter NH	Shared	$94,661	June 19,2019 Item #40
Southern NH Services	177198 - B006	Manchester NH	Shared	$0	June 19,2019 Item #40
Southwestern Community Services	177511 - R001	Keene NH 03431	Shared	$527,563	June 19,2019 Item #40
The Front Door Agency	156244 - B001	Nashua NH 03064	Shared	$287,991	June 19,2019 Item #40
The Way Home, Inc	166673 - B001	Manchester NH	Shared	$140,656	June 19,2019 Item #40
Tri-County CAP, Inc	177195 - B009	Berlin NH	Shared	$126,299	July 10, 2019 Item #16
Waypoint	177166 - B002	Manchester NH	Shared	$252,556	June 19,2019 Item #40 A01: August 28, 2019 Item #20B
		Total	**$7,300,000 (Shared)**	**$6,882,604**	

Funds are available in the following accounts for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because Department's business operations were disrupted by COVID-19 which led to delays in the contract amendment review and approval process.

The purpose of this request is to modify the agreements to have individual price limitations instead of a shared price limitation and to terminate agreements with two (2) Contractors, decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604. The individual price limitations will allow each vendor to more accurately budget and allocate funding to meet the specific needs of the clients within the community.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Department will monitor the contracted services by requiring the Contractors to submit reports in the HMIS system that include the following:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the State Grant in Aid Homeless Assistance Program

This 1st Amendment to the State Grant in Aid Homeless Assistance Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Helping Hands Outreach Ministries, Inc., (hereinafter referred to as ("the Contractor"), a nonprofit, with a place of business at 50 Lowell Street, Manchester, NH, 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #40), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, 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, modify the price limitation and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $209,516.

2. Modify P-37, General Provisions, Block 1.3 to read:

   Helping Hands Outreach Ministries, Inc.

3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1. to read:

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide, including but not limited to:

3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1.4. to read:

   2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

4. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 1, in its entirety.
5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.1, in its entirety.
6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.2, to read:

   2.2. The Department will reimburse the Contractor based on the total emergency shelter beds in a program as reported to the Department of Housing and Urban Development. The rate includes all services provided in this Contract on behalf of the individual per day.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, Subsection 3.1,

to read:

3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the fiftieth (15th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

Christine Santaniello

June 25, 2020
Date

Name: Christine Santaniello
Title: Director, DEHS

Helping Hands Outreach Ministries

6/18/2020
Date

Name: Lawrence Nice
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

06/25/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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:

JUN07'19 PM 1:49 DAS

40 mac

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 7, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into agreements with the vendors listed below in an amount not to exceed $7,000,000, to provide the State Grant in Aid (SGIA) Homeless Assistance program, effective July 1, 2019, through June 30, 2021, upon Governor and the Executive Council approval. 100% General Funds:

Vendor Name	Vendor Number	Location
Bridge House Shelters	165288 - B001	260 Highland Street Plymouth NH 03264
Community Action Partnership of Strafford County	177200 - B004	577 Central Ave Ste 10 Dover NH 03820
Community Action Program, Belknap and Merrimack	177203 - B003	2 Industrial Park Drive Concord NH 03302
Concord Coalition to End Homelessness	267140 - B001	22 Stack Drive Bow NH 03304
Cross Roads House	166570 - B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition, NH	157730 - B001	122 Market Street Manchester NH 03101
Friends Program	154987 - B001	202 N State Street Concord NH 03301
Helping Hands Outreach Center	174226 - R001	50 Lowell Street Manchester NH 03101
Hundred Nights, Inc	TBD	17 Lamson Street Keene NH 03431
Lakes Region Community Developers	156571 - B001	658 Union Ave Laconia NH 03246
Marquerites Place	157465 - B001	87 Palm Street Nashua NH 03060
My Friend's Place	156274 - B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	2 Quincy Street Nashua NH 03061
New Generation	177295 - B001	9 Tide Mill Road Greenland NH 03840
NH Coalition Against Domestic and Sexual Violence	155510 - B001	One Hundred North Main Street Concord NH 03301

Salvation Army Carey House, Laconia	177627 - B001	177 Union Ave Laconia NH 03246
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	58 Clinton Street Concord NH 03301
Seacoast Family Promise	TBD	27 Hampton Road Exeter NH 03833
Southern NH Services	177198 - B006	40 Pine Street Manchester NH 03108
Southwestern Community Services	177511 - R001	63 Community Way Keene NH 03431
The Front Door Agency	156244 - B001	7 Concord Street, Nashua NH 03064
The Way Home, Inc	166673 - B001	214 Spruce Street Manchester NH 03103
Waypoint	177166 - B002	464 Chestnut Street Manchester NH 03105
		Total: $7,000,000

Funds are available in the following account(s), and are anticipated to be available in State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office. During each State Fiscal Year of the contract, there is a shared price limitation among the vendors of $3,500,000. Consequently, there is no guaranteed minimum or maximum amount of client or service volume.

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	TBD	$3,500,000
2021	102-500731	Contracts for Prog Svc	TBD	$3,500,000
			Total	**$7,000,000**

EXPLANATION

The purpose of this request is to administer the State Grant in Aid (SGIA) Homeless Assistance program. The Contractors listed above shall be required to either: provide emergency shelter services and case management services or case management services only. The Department will reimburse the Contractor at a rate of $11.00 for services provided to each individual per day.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Contractors shall be monitored for performance through reports available from the HMIS system as follows:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

The vendors listed above were selected for this project through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' web site from March 28, 2019 through April 25, 2019. The Department received twenty six (26) eligible applications, with one vendor withdrawing after submission. The applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the applications. The Bid Summary is attached.

As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

State Grant-In-Aid Homeless Assistance Program
RFA Name

RFA-2020-DEHS-01-STATE
RFA Number

Reviewer Names

1.
2.
3.
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Bridge House Shelter		100	90
2. New Generation, Inc.		100	100
3. Marguerite's Place		100	100
4. Southwestern Community Services		100	100
5. Cross Roads House		100	100
6. Community Action Program		100	95
7. Waypoint		100	100
8. Seacoast Family Promise		100	95
9. Nashua Soup Kitchen & Shelter, Inc.		100	100
10. NH Coalition Against Domestic & Sexual Violence		100	100
11. The Salvation Army-Carey House		100	100
12 The Salvation Army-McKenna House		100	100

13	New Hampshire Legal Assistance	100	100
14	Helping Hands Outreach Center	100	100
15	Southern New Hampshire Services	100	100
16	Headrest, Inc.	100	0
17	Tri-County Community Action Program, Inc.	100	100
18	Lakes Region Community Developers	100	100
19	My Friend's Place, Emergency Shelter Program	100	100
20	Families in Transition/New Hampshire	100	100
21	Community Action Partnership of Strafford County	100	100
22	Friends Program	100	100
23	Concord Coalition To End Homelessness	100	70
24	The Front Door Agency-Transformational Housing Program	100	100
25	Hundred Nights	100	100
26	The Way Home, Inc.	100	100
28.	0	100	0
29.	0	100	0
30.	0	100	0
31.	0	100	0

FORM NUMBER P-37 (version 5/8/15)

Subject: State Grant in Aid Homeless Assistance Program (RFA-2020-DEHS-01-STATE-08)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Helping Hands Outreach ~~Center~~ Ministries, Inc.		1.4 Contractor Address 50 Lowell Street Manchester NH 03101	
1.5 Contractor Phone Number 603-623-~~7887~~ 8778	1.6 Account Number 05-95-42-423010-7927-102-500731	1.7 Completion Date 6/30/21	1.8 Price Limitation 7,000,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Lawrence Nice		1.12 Name and Title of Contractor Signatory Lawrence Nice Executive Director	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 5/29/19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Denise Terlikosky

Denise Terlikosky
Notary Public, State of New Hampshire
My Commission Expires Nov. 18, 2021

1.14 State Agency Signature Date: 5/29/19	1.15 Name and Title of State Agency Signatory Christine Santamella, DEHS Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 6/4/19

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED: The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials LM
Date 5/29/19

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials LM
Date 5/29/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials _____

Date 5/29/19

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.

2. Scope of Services

2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless or at risk of becoming homeless statewide. Including but not limited to:

2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in RSA 126-A:26.

2.1.3. Operating a facility in accordance with Exhibit C-1 Operation of Facilities: Compliance with Laws and Regulations that includes at a minimum:

2.1.3.1. Building maintenance and repair.

2.1.3.2. Security systems.

2.1.3.3. Heating and possible cooling equipment.

2.1.3.4. Property and business insurance.

2.1.3.5. Utilities and furnishings.

2.1.3.6. Amenities such as bathrooms.

2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless or at-risk of becoming homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

2.1.4.1. Assessing individuals and families' needs for well-being and obtaining housing, and developing an individualized plan to meet those needs.

2.1.4.2. Developing an individualized plan with the types of services and assistance programs to meet their needs.

2.1.4.3. Assisting individuals and families with accessing emergency shelter.

2.1.4.4. Assisting individuals and families with applying for and accessing permanent housing.

2.1.4.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.1.4.6. Assisting individuals and families with accessing community providers and supports, for, including but not limited to, mental health services, substance use treatment, medical care, employment, veterans benefit, financial and food assistance, and education supports.

2.1.5. The Contractor shall comply with the program requirements, which include but are not limited to:

2.1.5.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include but are not limited to:

2.1.5.1.1. Housing First Approach

2.1.5.1.2. Safe and appropriate diversion

2.1.5.1.3. Immediate and low-barrier access

2.1.5.1.4. Housing-focused, rapid exit services

2.1.5.1.5. Data to measure performance

2.1.5.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted on January 23, 2018, that is herein incorporated by reference and as amended.

2.1.5.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions such as but not limited to mental health services, medication stability, sexual orientation, vulnerability to illness, vulnerability to victimization, vulnerability to physical assault, racial equality, marital status or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.1.5.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restrictive by law such as for domestic violence. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.1.5.5. Agreeing to on-site monitoring, on an annual basis, to review compliance, progress, and performance, which includes, but is not limited to:

2.1.5.5.1. Reviewing policies and procedures for services provided.

2.1.5.5.2. Reviewing financial analyses.

2.1.5.5.3. Reviewing for compliance with safety and hazard requirements.

2.1.5.5.4. Reviewing Data and HMIS entry standards.

2.1.5.6. Complying with New Hampshire Administrative Rules He-M 314 Rights of Persons Using Emergency Shelters. http://www.gencourt.state.nh.us/rules/state_agencies.he-m300.html and ensuring that individuals understand their rights

3. Reporting

3.1. The Contractor shall submit monthly reports to the Department, with the corresponding monthly invoice for payment that includes the aggregate number of individuals served, in accordance with Section 2.1.5.4 above, no later than the 10th day of the following month.

3.2. The Contractor shall submit an annual report to the Department, with the aggregate number of individuals served in accordance with Section 2.1.2.4, beginning September 30, 2020 and each year thereafter.

4. Performance Measures

4.1. The Contractor's performance shall be measured to ensure that the data is entered into HMIS in accordance with Section 2.1.5.4, above, and clients are receiving the assistance needed to meet their goals.

4.2. The Contractor shall be monitored for performance through reports available from the HMIS system that include but are not limited to:

4.2.1. Length of time persons remain homeless

4.2.2. The extent to which persons who exit homelessness to permanent housing destinations return to homelessness

4.2.3. Successful exit to permanent housing destinations

Exhibit B

Method and Conditions Precedent to Payment

1. Price Limitation: This agreement is one of multiple agreements that will serve the State Grant in Aid to Homeless program. ***No maximum or minimum client and service volume is guaranteed.*** Accordingly, the price limitation among all agreements is identified in Block 1.8 of the P-37 for the duration of the agreement.
2. The funding source for this agreement for State Grant in Aid (SGIA) Homeless Assistance program are 100% General Funds
   - 2.1. Funds for SGIA Homeless Assistance program across all vendors, statewide, are anticipated to be $7,000,000 and available in the following amounts:
     - 2.1.1. $3,500,000 for State Fiscal Year 2020.
     - 2.1.2. $3,500,000 for State Fiscal Year 2021.
   - 2.2. The Department will reimburse the Contractor at a rate of $11.00 per individual per day. The rate includes all services provided in this agreement on behalf of the individual per day.
3. Payments shall be made as follows:
   - 3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
   - 3.2. In lieu of hard copies submitted to the address listed in Section 5.4. Exhibit B., all invoices may be assigned an electronic signature and emailed to: housingsupportsinvoices@dhhs.nh.gov
   - 3.3. The Contractor shall keep detailed records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses. The Contractor shall return completed invoices, as provided by the Department, no later than thirty (30) days from the

date services are provided.

3.4. The Contractor shall submit completed invoices to:

State Grant in Aid to Homeless Program
Bureau of Housing Supports
Department of Health and Human Services
Division of Economic and Housing Stability
129 Pleasant Street
Concord, NH 03301
Phone: 603-271-9196

3.5. The State 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.

4. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award; that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)
50 Lowell St., Manchester, ~~NH~~ Hillsborough County, N.H. 03101

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Helping Hands Outreach Ministries, Inc.

5/29/19
Date

Lawrence Nice
Name: Lawrence Nice
Title: Executive Director

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:

5/29/19
Date

Lawrence Nice
Name: Lawrence Nice
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials [illegible]

Date 5/29/19

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (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.

Vendor Name: Helping Hands Outreach Ministries, Inc.

5/29/19
Date

Lawrence Nice
Name: Lawrence Nice
Title: Executive Director

Vendor Initials LN
Date 5/29/19

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: Helping Hands Outreach Ministries, Inc.

5/29/19
Date

Lawrence Nice
Name: Lawrence Nice
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: Helping Hands Outreach Ministries, Inc.

5/29/19
Date

Lawrence Nice
Name: Lawrence Nice
Title: Executive Director

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates: As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Helping Hands Outreach Ministries, Inc.
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Lawrence Nice
Name of Authorized Representative	Name of Authorized Representative
Director, DEHS	Executive Director
Title of Authorized Representative	Title of Authorized Representative
5/29/19	5/29/19
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: Helping Hands Outreach Ministries, Inc

5/29/19
Date

Lawrence Nice
Name: Lawrence Nice
Title: Executive Director

FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 780 126 991

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?

   We file annual 990s

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Hundred Nights, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), as amended on May 19, 2021, (Tabled Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $885,970

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

10/28/2022
Date

DocuSigned by:
Karen Hebert
Name: Karen Hebert
Title: Division Director

Hundred Nights, Inc.

10/21/2022
Date

DocuSigned by:
Mindy Cambiar
Name: Mindy Cambiar
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/31/2022
Date

DocuSigned by:
Robyn Guarino
748734844941480...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HUNDRED NIGHTS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 24, 2011. 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: **657855**

Certificate Number: **0005881971**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of October A.D. 2022.

David M. Scanlan

Secretary of State.

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

CERTIFICATE OF AUTHORITY

I, Charles Mobilia, 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 Hundred Nights Inc
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 10/18/2022, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Mindy (Melinda) Cambiar (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Hundred Nights Inc to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10/18/2022

Charles Mobilia
Signature of Elected Officer
Name: CHARLES MOBILIA
Title: BOARD CHAIR

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/11/2022

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	CONTACT NAME: Joshua Hamlin
Hamlin Insurance PO Box 1260 Brattleboro VT 05302	PHONE (A/C, No, Ext): (802) 257-9500 FAX (A/C, No): E-MAIL ADDRESS: jhamlin@hamlinagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GREAT AMER INS CO	16691
INSURER B : WESCO INS CO	25011
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: Hundred Nights, Inc.
17 LAMSON ST
KEENE NH 03431-3641

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			PAC3846620-01	02/15/2022	02/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAP3846621-01	02/15/2022	02/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UMB3846622-01	02/15/2022	02/15/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3580909	04/06/2022	04/06/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Joshua A. Hamlin

© 1988-2015 ACORD CORPORATION. All rights reserved.

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

The mission of Hundred Nights, Inc. (HN) is to provide shelter and crisis related services to those at risk of or experiencing homelessness. Our goal is to collaborate with and educate the community to see, hear and support those among us who are equally deserving of dignity but who currently lack the means to live independently. Our vision is that every individual in the Cheshire County area will have access to appropriate and stable housing so they can live safe, fulfilling and satisfying lives and be respected members of the community.

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87



HUNDRED NIGHTS INCORPORATED

Audited Financial Statements

As of and for the Years Ended
December 31, 2021 and 2020

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

ANDERSON & GILBERT, INC.
295 PARK AVENUE
KEENE, NH 03431
603.357.1928
WWW.AGTAXFOLKS.COM

To the Board of Directors

Hundred Nights, Inc.
PO Box 833
Keene NH 03431

We have audited the accompanying statement of financial position of Hundred Nights, Inc. as of December 31, 2021, and the related statements of activities and changes in net assets and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statements presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hundred Nights, Inc. as of December 31, 2021, and the results of its activities and its cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Susan L Gilbert, CPA

Keene, New Hampshire
August 24, 2022

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

Hundred Nights, Inc.
Statement of Financial Position
December 31, 2021 and 2020

Assets

	2021	2020
Current Assets		
Cash & Cash Equivalents	$ 711,775	$ 420,312
Pledges Receivable	494,115	-
Grants Receivable	24,549	80,025
Prepaid Expenses	5,224	972
Total Current Assets	**$ 1,235,663**	**$ 501,309**
Property and Equipment		
Furniture and Equipment	$ 88,359	$ 86,003
Vehicles	67,249	45,249
Leasehold Improvements	42,208	36,820
Construction in Progress	129,803	10,000
Less: Accumulated Depreciation	(45,625)	(25,570)
Net Property and Equipment	**$ 281,994**	**$ 152,502**
Other Assets		
Long Term Investments	$ 29	$ 301
Total Other Assets	**$ 29**	**$ 301**
Total Assets	**$ 1,517,686**	**$ 654,112**

Liabilities and Net Assets

	2021	2020
Current Liabilities		
Accounts Payable & Accrued Expenses	$ 19,899	$ 26,852
Deferred Revenue	49,000	52,500
Total Current Liabilities	**$ 68,899**	**$ 79,352**
Long-Term Liabilities		
Deferred Revenue - Capital Campaign	$ 641,861	$ 6,925
Total Long-Term Liabilities	**$ 641,861**	**$ 6,925**
Total Liabilities	**$ 710,760**	**$ 86,277**
Net Assets		
Unrestricted Net Assets, Beginning of the Year	$ 567,835	$ 143,421
Change in Net Assets	239,091	424,414
Total Net Assets	**$ 806,926**	**$ 567,835**
Total Liabilities and Net Assets	**$ 1,517,686**	**$ 654,112**

The accompanying notes to financial statements are an integral part of these statements.

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

Hundred Nights, Inc.
Statements of Activities and Changes in Net Assets
For the Year Ended December 31, 2021 and 2020

	2021	2020
Operating Revenue		
Contributions & Other Grants	$ 473,717	$ 430,771
In Kind Contributions	132,648	96,552
Program Service Revenue	137,468	153,650
Federal & State Government Grants	80,990	75,247
Special Covid Grants	282,155	234,482
Fundraising Events	14,455	10,215
Total Operating Revenue	**$ 1,121,433**	**$ 1,000,917**
Operating Expenses		
Salaries & Benefits	$ 500,204	$ 396,193
Resource Center & Shelter Program Expenses	204,081	156,152
Occupancy & Facility Expenses	246,637	85,121
General & Administrative Expense	16,481	16,019
Insurance	15,063	16,845
Fundraising Expenses	1,632	4,682
Depreciation Expense	20,055	5,100
Total Operating Expenses	**$ 1,004,153**	**$ 680,112**
Operating Income (Loss)	**$ 117,280**	**$ 320,805**
Other Revenue and Gains (Losses)		
PPP Forgiven Loans	$ -	$ 93,200
Capital Campaign Income, Net of Expenses of $54,688 and $33,075 in 2021 and 2020, respectively	119,803	10,000
Investment Income, Net of Expenses of $25 and $0 in 2021 and 202, respectively	1,903	488
Unrealized Gain (Loss) on Investments	105	(79)
Total Other Revenue & Gains (Losses)	**$ 121,811**	**$ 103,609**
Change in Net Assets	**$ 239,091**	**$ 424,414**
Net Assets, Beginning of Year	**$ 567,835**	**$ 143,421**
Net Assets, End of Year	**$ 806,926**	**$ 567,835**

The accompanying notes to financial statements are an integral part of these statements.

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

Hundred Nights, Inc.
Statement of Cash Flows
For the Years Ended December 31, 2021 and 2020

	2021	2020
Cash Flows from Operating Activities		
Change in Net Assets		
Change in Net Assets	$ 239,091	$ 424,414
Total Change in Net Assets	**$ 239,091**	**$ 424,414**
Adjustments to Change in Net Assets		
Adjustments to reconcile Change in Net Assets to Net Cash:		
Depreciation Expense	$ 20,055	$ 5,100
Unrealized (Gain) Loss on Investments	$ (105)	$ 79
(Increase) Decrease in the Following Assets:		
Grants Receivable	$ 55,476	$ (80,025)
Prepaid Expenses	$ (4,252)	$ (972)
Increase (Decrease) in the Following Liabilities:		
Accounts Payable & Accrued Expenses	$ (6,953)	$ 17,656
Deferred Revenue	$ (3,500)	$ 10,272
Total Adjustments	**$ 60,721**	**$ (47,890)**
Net Cash Provided By (Used In) Operating Activities	**$ 299,812**	**$ 376,524**
Cash Flows from Investing Activities		
Capital Expenditures, Net of Disposals	$ (149,547)	$ (134,570)
(Increase) Decrease in Long Term Investments	$ 377	$ (14)
Net Cash Provided By (Used In) Investing Activities	**$ (149,170)**	**$ (134,584)**
Cash Flows from Financing Activities		
Capital Campaign, Pledges Receivable	$ (494,115)	$ -
Capital Campaign, Deferred Revenue	634,936	6,925
Net Cash Provided By (Used In) Financing Activities	**$ 140,821**	**$ 6,925**
Cash at Beginning of the Year		
Cash at Beginning of the Year	$ 420,312	$ 171,447
Total Cash at Beginning of the Year	**$ 420,312**	**$ 171,447**
Cash at End of the Year	**$ 711,775**	**$ 420,312**

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

Hundred Nights, Inc.
Notes to Financial Statements
As of and for the Years Ended December 31, 2021 and 2020

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Hundred Nights, Inc., "HN" is a not-for-profit corporation organized in New Hampshire in 2011. HN is exempt from income tax under Internal Revenue Code Section 501(c) (3).

HN is a community organization providing shelter and crisis related services to the displaced or homeless. HN's goal is to collaborate with and enable the community to see, hear, and support members of society who are equally deserving of dignity, but currently lack the means to live independently. HN's vision is a community where all members of society, regardless or means, are equally valued and supported.

Basis of Accounting

The accompanying financial statements are prepared on the accrual basis of accounting in accordance with accounting standards generally accepted in the United States of America.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with original maturities of three months or less, excluding any assets limited as to use. Short-term liquid investments with an original maturity of more than three months are classified as temporary investments. For the years ending December 31, 2021 and 2020 cash and cash equivalents consist exclusively of checking and money market savings accounts, including the Board designated reserve savings account. The Board designated $50,000 in 2019, to be held in the reserve savings account for current and future capital campaign expenditures. In 2021, the Board designated another $50,000 to be held in reserve for future expenditures. The reserve savings account held $114,426 and $64,303 as of December 31, 2021 and 2020, respectively.

Assets Limited as to Use

Assets limited as to use consist of assets designated by the board and restricted by donors. For the year ended December 31, 2021 and 2020 there were no restricted assets.

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Pledges and Grants Receivable

Pledges Receivable are Capital Campaign pledges received from individuals, corporations, private foundations and federal and state government grants. For the year ending December 31, 2021 there is $494,115 of pledges receivable. The pledges are due over the years 2022 through 2024, $133,115 is due by December 31, 2022 and the remaining $361,000 in 2023 and 2024. Subsequent to the reporting year end date ninety-five percent of the pledges due in 2022 have been received. Therefore, there is no requirement for an allowance for bad debt.

Grants Receivable consist primarily of Federal and State Grants for program services performed for the current reporting year and not received until the subsequent year. For the year ending December 31, 2021 and 2020 there is $24,549 and $80,025 of grants receivable, respectively. There is no requirement for an allowance for bad debt as the grants were received in full subsequent to the reporting year end date.

Investments

Investments in equity and debt securities with readily determined fair value are measured at fair value at the balance sheet dates. Fair value is determined in accordance with Accounting Standards Codification Topic 820, *Fair Value Measurement and Disclosures*. As a result, investment income and loss (including unrealized and realized gains and losses on investments, interest and dividends, net of investment expenses) is included in the change in net assets.

Property and Equipment

Property and equipment are carried at cost. Maintenance repairs and minor renewals are expensed as incurred. Major renewals, betterments and leasehold improvements are capitalized. Depreciation is computed on the straight-line method, using half-year convention in the year of acquisition and the year of disposal, and is provided over the estimated useful life of each class of depreciable assets. Leasehold improvements are being depreciated over 39 years and at the end of the lease if not renewed any undepreciated value will be taken. Furniture, equipment and vehicles have estimated useful lives between 5 and 12 years.

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Deferred Revenue

HN recognizes grant and donor revenue in the period that the related work or use of the funds is performed. Accordingly, grant and donation income are deferred until the work is completed or the funds are used in the case of donations.

Additionally, in 2021 capital campaign funds are included in deferred revenue to be recognized as campaign expenses and construction expenses are incurred. See Pledges and Grants Receivable above, Note 4-Deferred Revenue and Note 7-Significant Events.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by HN has been limited by donors to a specific time period or purpose. Permanently restricted net assets are restricted by donors to be maintained by HN in perpetuity.

Revenues

Revenues are reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in unrestricted net assets. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulation or by law. Expirations of temporary restrictions on net assets by fulfillment of the donor-stipulated purpose or by passage of the stipulated time period are reported as reclassifications between applicable classes of net assets.

Gifts of Long-Lived Assets

Gifts of long-lived assets, such as land, buildings or equipment, are reported as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. In the absence of explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Change in Net Assets

The statement of activities includes change in net assets as a performance indicator. HN differentiates its operating activities through the use of income from operations as an intermediate measure of operations. For purpose of display, certain investment income and other transactions which management does not consider components of HN's operating activities, are excluded from the income from operations and reported as non-operating revenue in the statements of activities. Changes in unrestricted net assets, which are excluded from operations, consistent with industry practice, include change in net unrealized gains and losses on investments, permanent transfers of assets to and from affiliates for other than goods and services, and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

Summarized Comparative Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with HN's financial statements for the year ended December 31, 2020 from which the summarized information was derived.

Reclassifications

Certain reclassifications have been made to the 2020 financial statements to conform to the 2021 presentation.

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

NOTE 2 – FUNCTIONAL EXPENSES

HN provides shelter and a resource center for homeless individuals in the Monadnock region. Expenses related to providing these services are as follows:

	2021	2020
Program Expenses	$ 810,117	$ 540,005
Administrative and General	166,697	116,597
Fundraising Expenses	80,421	56,584
Total	$ 1,057,235	$ 713,186

NOTE 3 – COMMITMENT AND CONTINGENCIES

HN leases its office, shelter and resource center facilities from Patricia Moreno, the current lease extension expired June 30, 2022. The lessor has verbally agreed to continue the lease at the same rates through the spring of 2023 when the new HN facility is projected to be completed. The lease payments for 2021 were $4000 per month through July and $6000 per month for the remainder of the year for a total of $58,000. The increased rent starting August 1, 2021 is due to an additional location being leased. The future minimum lease payments for 2022 are $72,000.

NOTE 4 – DEFERRED REVENUE

Deferred Revenue consists of funds received to be used for future expenses, activities and events. As of December 31, 2021, and 2020 this amount is $49,000 and $52,500, respectively and is primarily funds designated for operations in the following year.

During 2021, HN started receiving pledges and funds related to the Capital Campaign. These funds are being recognized as campaign expenses are incurred and cost of obtaining the property and construction expenses are incurred. As of December 31, 2021 and 2020, the deferred revenue related to the capital campaign is $641,861 and $6,925, respectively. Pledge Receivables of $494,115 are included in the deferred revenue.

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

NOTE 5 – DONATED GOODS AND SERVICES

HN receives significant donations of volunteer time which are not recognized in these statements. For the year ending December 31, 2021 and 2020 there was volunteer labor with an estimated value of $197,818 and $218,060, respectively. Additionally, there are significant donations of food, supplies and clothing, which have been recorded as Gifts in Kind at their fair market value. The total of program supplies donated in 2021 and 2020 is $132,529 and $94,612, respectively. Also recorded as Gifts in Kind are discounted services provided of $120 and $1,940, for the year ended December 31, 2021 and 2020, respectively. The food, clothing and supplies are also listed in these financial statements as Program Supplies and the discounted services are recorded as expenses in the appropriate categories.

NOTE 6 – RETIREMENT PLAN

In 2016 HN adopted a Simple IRA plan for its eligible employees. Employees who earn at least $5,000 in a calendar year are eligible to participate in the Simple IRA plan. HN matches 100% of the employee contributions up to 3% of compensation for all participating employees. For the year ended December 31, 2021 and 2020 the matching contribution to eligible employees amounted to $4,110 and $3,101, respectively.

NOTE 7 – SIGNIFICANT EVENTS

HN launched a Capital Campaign in March 2021 to purchase the land at 122-124 Water Street in Keene and build a new 15,180 square foot 48 bed facility. The initial goal of the campaign was $5.5 million but due to increased construction and financing cost have increased the goal to $6.15 million.

In January 2022, HN closed on the purchase of the land at 122-124 Water Street and construction of the new facility began in April 2022. The building is scheduled to be ready for occupancy in the Spring of 2023.

As of the date of these financials, the campaign has raised $5.2 million, which represents 84% of the goal. Capital Campaign expenses to date are approximately $250,000 and construction in progress incurred to date is approximately $750,000.

NOTE 8 – SUBSEQUENT EVENTS

Subsequent events have been evaluated through August 24, 2022 which is the date the financial statements were available to be issued. HN does not believe that any events requiring recognition or disclosure occurred between December 31, 2021 and August 24, 2022. HN has not reviewed events occurring after the report date for their potential impact on the information contained in these financial statements.

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

Hundred Nights, Inc. - BOARD OF DIRECTORS LIST – September, 2022

Christopher Coates
On Board til 2024
Governance & Advocacy
ccoates@hundrednightsinc.org
Cheshire County Administrator

Doug Iosue
On Board til 2023
Program and Planning
diosue@hundrednightsinc.org
Superintendent Cheshire County DOC

Mike Dubois **Treasurer** until 2023
On Board til 2023
Finance
mdubois@hundrednightsinc.org
CFO Fenton Auto Dealerships

Roberta Heinonen
On Board til 2023
Advocacy/Development
rfraser@hundrednightsinc.org
Hospice Nurse

Teresa Starkey **Vice Chair** until 2023
On Board til 2023
Advocacy/Development
tstarkey@hundrednightsinc.org
Educator

Jim Duffy
On Board til 2025
Advocacy/Development
jduffy@hundrednightsinc.org
Investigator/Public Defenders Office

Jan Manwaring
On Board til 2025
Advocacy/Development
jmanwaring@hundrednightsinc.org
Retired LSW/Keene City Councilor

Chuck Mobilia **Board Chair** until 2023.
On Board til 2025
Governance
cmobilia@hundrednightsinc.org
Retired IT Keene State College

Brian Conefrey
On Board til 2025
Finance
bconefrey@hundrednightsinc.org
Senior Director of Finance, Shared Services

Savannah Drowne **Secretary** until 2024
On Board til 2025
Advocacy/Development & Finance
sdrowne@hundrednightsinc.org

David Kochman
On Board til 2024
Finance
dkochman@hundrednightsinc.org
Ret. Asst. VP of Premium Audit @ Liberty Mutual,
Treasurer of RISE and Cong. Ahavis Achim

Kim May
On Board til 2025
Governance
kmay@hundrednightsinc.org
Director Human Resources
Cheshire County

Ockie Johnson
On Board til 2025
Advocacy/Development & Governance
ojohnson@hundrednightsinc.org
Professor Emeritus, Keene State College

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

MELINDA CAMBIAR

EXPERIENCE

Executive Director, Hundred Nights, Inc. 2013 – Present

General Position Description:

The Executive Director is responsible for the overall management of the organization, including program development, resource allocation, and business operations. The Director inspires and leads a diverse team of staff, advises and informs the board of directors, and champions the organization's vision, goals, and values.

Key Responsibilities include:

Lead the strategic operation and administration of the organization. Oversee development, implementation, quality, measurement, and promotion of programs, products and services.

Serve as spokesperson for the organization and promote its mission, programs, and values. Establish and build strong collaborative relationships with community groups, donors, volunteers, clients, government officials, and the press. Collaborate with organizations providing complementary services.

Lead and inspire staff to accomplish the goals of the organization and understand and fully embrace the mission and values.

Work with Board of Directors to ensure adequate funds from diverse, ongoing revenue streams to sustain and further the organization's mission and programs.

Spearhead fundraising efforts, including motivating staff and volunteers to embrace and support fundraising goals and efforts.

Build strong relationships with the Board of Directors and work together with the board in governance best practices, responsibilities, board composition, risk management, finance, legal, and fundraising.

Update the board on programs and funding and communicate any issues with potential to affect the organization and its mission, provide reports to the Board as directed.

Work with Board of Directors on the development, implementation, and periodic assessment of a strategic plan including goals, objectives, and timelines.

Direct staff, finance committee, and board in budget preparation, effectively manage resources within budget guidelines.

Ensure the organization is compliant with required nonprofit regulations at the federal, state and local levels and is transparent and accurate in all its records and documents.

Implement and maintain best practices for planning, programs, fundraising, finance, risk management, and HR.

Stay current in developments and trends in the nonprofit sector and issues relevant to the mission and make recommendations as appropriate.

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

Professional Photographer
With former University of Michigan professor Dr. Sarah Aciego **2010 – Present**
- Traveled to research field sites and photographed scientists in the field in Alaska, Canadian Rockies, Iceland and Greenland.

Founder, Executive Director, The Community Kitchen **1982 - 2006**
– Started a local "soup kitchen" and food distribution site for people in need.

EDUCATION

1998 Honorary PHD In Humane Letters
Franklin Pierce University
Rindge, NH 03461

1986 Master of Science In Community Economic Development
New Hampshire College, now Southern NH University
Manchester, NH 03101

1983 Bachelor of Arts, Independent Major In History and Economics
Keene State College
Keene, NH 03431

Additional Knowledge, Skills:
Dedication and commitment to the organization's mission and values.
Progressive experience in management at a leadership level.
Broad experience in planning, budgeting, managing, and working with a board of directors.
Extensive experience in fundraising including planning, prospect development, donor stewardship, and grants.
Demonstrated ability to build donor and community relationships.
Leadership experience in strategic planning.
Solid knowledge of nonprofit accounting principles and financial procedures.
Exceptional interpersonal, verbal and written communication skills, including public speaking.
Outstanding leadership, networking, and motivational skills.
An innovative, strategic thinker with initiative and passion.
Has personal knowledge of and oversight of staff in all aspects of case management.

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

Rebecca Mendenhall

Objective

Multitasker seeking a full-time position that offers professional challenges utilizing interpersonal skills, time management and problem solving skills. Well organized and resourceful with detail oriented and conscientious approach. Always looking for ways to improve my skills while helping others.

Experience

Hundred Nights, Inc. Keene, NH
Case Manager August 2022 – Present

Meeting and setting appointments for clients. Housing first case management, including documentation of client's needs, data entry within company database and Homeless Management Information System. Communication with staff.

INTERNSHIP | Deaf, Inc.|

Worked with Latino Deaf and Hard of Hearing population in Lawrence, MA to learn ASL
Helped to plan, setup and take down Deaf dinner party

TEAM LEAD | TARGET | 9 YEARS

Trained and Managed other team members
Write and give bi-annual and annual reviews, as well as disciplinary action write-ups
Attend meetings to keep up to date on current trends and demands of the company
Resolved problems using tact and diplomacy by calmly communicating directly with Customers or employees
Open and/or close other front-end areas when scheduling demands
Open and close all of the registers for the day
Follow procedures for the Cash Office

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

Education

MASTER OF SCIENCE | CURRENT STUDENT | CAPELLA UNIVERSITY – MINNEAPOLIS, MN

Major:.Human Services
Expected Graduation date June 2022

GENERAL EDUCATION |JUNE 2016 – AUG 2019| UNIVERSITY OF NEW HAMPSHIRE-MANCHESTER, NH

Major: ASL/English Interpreting and Deaf studies

Skills & Abilities

Writing Skills
Conflict Resolution
Team player
American Sign Language (5 years)
Familiar with local resources such as SNAP, WIC, DHHS
Familiar with New England Consortium on Deaf blindness
Organized
Adheres to Policy and Procedures
Guest Service (9 years)
Interviewing (9 years)
Familiar with Early Intervention, 504 and IEP plans
Familiar with EDGE, NH Easy, SS and Medicaid

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

MICHAEL J HITCHCOCK

PAST EMPLOYERS

Hundred Nights, Inc. Overnight Manager Keene, NH (603)352-5197 – From: 6/2020 to Present

To ensure the safety and wellbeing of shelter guest, staff and volunteers. Data entry, cleaning and following all procedures

Hundred Nights, Inc. Overnight Shelter Assistant Keene, NH (603)352-5197 - From 1/2020- Present

To ensure the safety and wellbeing of overnight guests including keeping daily log and communication with supervisors

MasterDry Cleaning and Restoration Montverde, FL – (407)469-3953 – From: 06/2018 To: 11/2018

Carpet Cleaning with understanding of motored equipment

Veranda Apartments Mt Dora, FL – (888)515-2577 – From: 08/2017 To: 06/2018

Groundskeeper – responsible for upkeep and maintained property

Service Master Keene, NH - (603)352-6101 - From: 06/2012 To: 09/2016

Cleaning – General office cleaning of carpets and floors

EXPERIENCE

Crew Chief/Supervisor -Fork lift operator- Water/Fire damage restoration – Mold remediation – Commercial office cleaning – Commercial/Residential truck-mount carpet/upholstery cleaning – Strip/wax/buff floors – Post-construction clean ups – Auto detailing – Organizing cleaning schedules for work crews – Use of industrial floor sweepers/scrubbers – Scissor lift operation- Power wash exterior house cleaning – Warehouse – shipping/receiving – Inventory – Delivery driver (non-CDL) – Merchandising – Communication with coworkers – Trained in the Homeless Management Information System and in-house databases

EDUCATION

Keene High School – Keene, NH – Received diploma in June, 1994

General Studies / Industrial Communications / Construction Trades / Radio Broadcast

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

Patricia J. Lane

Qualification Summary

Highly detail oriented and accurate
Self-motivated and honest
Independent and information seeking
Analytical and creative problem solver
Compassion, kind and empathetic
Computer skills of MS Office, Outlook Express

Experience

Resource Center Manager 2022 – Present
Hundred Nights, Inc.
Keene, NH

- Record individuals entering the facility in the database
- Setting out breakfast and lunches
- Recording all donations
- Cleaning
- Fostering relations with the population being served

House Mom
Monadnock Peer Support
Keene, NH

- Assist in everyday needs of the Agency both on the floor and in the Residential Area.
- Support Members and Residents in learning skills necessary to move toward successful independent living.
- Consistently encourage a culture of responsibility.
- Outreach through calls and in person communication in the community.
- Facilitate the Isolation as well as the Trauma group once a week.

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

Education

May 2006

Bachelor of Science: Accounting
Concentration: Fraud Examination

Johnson & Wales University
Providence, RI

Associate of Arts/Pre-Professional May 1996
Concentration: Human Services

Bristol Community College
Fall River, MA

Psychology and Research Courses
University of Massachusetts, Dartmouth
Including graduate courses in: Human Computer Interaction and Multivariate statistics

Honors

All-Massachusetts Academic Team – 1996 award for outstanding academic achievement and community service presented by Governor Weld of Massachusetts.

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

JEFFREY E NASS

OBJECTIVE

To aid the people of our community experiencing homelessness by providing shelter and resources.

SKILLS & ABILITIES

Assess individuals' and families' needs for well-being and obtaining housing.
Develop an individualized plan with the types of services and assistance programs to meet their needs
Assist individuals and families with accessing emergency shelter.
Assist individuals and families with applying for and accessing permanent housing.
Assist individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.
Assist individuals and families with accessing community providers and supports, for, including but not limited to, mental health services, substance use treatment, medical care, employment, veterans benefit, financial and food assistance, and education supports.
Certification, knowledge and use of the Homeless Management Information System

Operations Director, Hundred Nights, Inc. **2019 – present**
Keene, NH

- To oversee and work with employees to provide resources and assist with all needs of the organization.

Shelter Manager, Hundred Nights, Inc. **2014 – 2016**
Keene, NH ***2017 - present***

- To provide overnight safe shelter and collection of personal information for case planning and data entry.

Resource Center Manager, Hundred Nights, Inc. **2016 – 2017**
Keene, NH

- To provide a safe environment to anyone in need of resources, including food and day shelter.

EDUCATION

Hunterdon Central High School – NJ – Diploma

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

COMMUNICATION

- Ability to speak to groups or individuals clearly in person, on the telephone, or via email to express the mission and needs of Hundred Nights, Inc.

LEADERSHIP

- Former Boy Scout Leader and served on Scouting committees for over 10 years
- Supervisor at Hundred Nights, Inc. over 5 years

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

Roger LaPerle

Accomplishments

Planned, directed, assigned and coordinated manpower to efficiently meet and exceed production requirements at Smiths Medical and directed 6 departments to keep facility in compliance with JCAHO at Beech Hill Hospital.

Experience

Hundred Nights, Inc. Keene, NH
Shelter Manager 11/2021 – Present

To ensure the safety and wellbeing of shelter guests, staff and volunteers when on duty and help connect guests to other staff members for access to services; to manage the intake process and collect data necessary for the shelter's programs; to supervise and schedule overnight shelter staff, volunteers and the assistant intake manager; to help bolster Hundred Nights' public image during outreach and community relations.

Accomplished in the use of:
Word
Excel
In house Database
NH Homeless Management Information System

Resident Manager 10/2013-9/2017
Emergency Housing Coordinator
Southwestern Community Service Keene, NH

Line Technician 08/2008-10/2012
Smiths Medical Keene, NH

- Knowledge of quality control standards
- Excellent with set up, changeovers, and preventive maintenance
- Compliance with GMPs
- Dedication to product quality
- Ability to troubleshoot machinery
- Knowledge of OSHA standards

Home Care Provider 04/2004-12/2007
Private Montpelier, VT

Maintenance 03/2003-03/2004
Progressive Investments Manchester, NH

Auto Salesman 02/2002-01/2003

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

Autotorium Manchester, NH

Director of Physical Plant Operations 07/1997-09/2001
Beech Hill Hospital Dublin, NH

Education

University of Vermont Burlington, VT

Spaulding High School Barre, VT

DocuSign Envelope ID: 41EA641C-EFB7-495D-9B84-C633D112ED87

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Mindy Cambiar	Executive Director	0
Jeffrey Nass	Operations Director	$21,411
Roger LaPerle	Shelter Manager	$ 21,411
Mike Hitchcock	Overnight Manager	$ 21,411
Rebecca Mendenhall	Case Manager	$ 21,411
Patricia Lane	Resource Center Manager	$ 21,411

15 mac

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 6, 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 amend existing contracts with the vendors listed below in bold, for the continued provision of the State Grant in Aid (SGIA) Homeless Assistance program, by exercising contract renewal options by increasing the total price limitation by $5,665,716 from $6,882,604 to $12,548,320 and by extending the completion dates from June 30, 2021 to June 30, 2023 effective upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Bridge House Shelters	**165288 - B001**	**Plymouth NH**	**$142,620**	**$122,348**	**$264,968**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**
Community Action Partnership of Strafford County	177200 - B004	Dover NH	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	$0	$0	$0	O: 06/19/19 (Item #40)
Concord Coalition to End Homelessness	**267140 - B001**	**Bow NH**	**$68,709**	**$117,236**	**$185,945**	**O: 06/19/19 (Item #40) A1: July 15, 2020 Item #20**
Cross Roads House	**166570 - B001**	**Portsmouth NH**	**766,784**	**$623,974**	**1,390,758**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**

Families in Transition, NH	**157730 - B001**	**Manchester NH**	**$1,658,284**	**$1,284,654**	**$2,942,938**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Friends Program	154987 - B001	Concord NH	$174,710	$0.00	$174,710	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Helping Hands Outreach Center	**174226 - R001**	**Manchester NH**	**$209,516**	**$195,756**	**$405,272**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Hundred Nights, Inc.	**TBD**	**Keene NH**	**$220,854**	**$214,110**	**$434,964**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Lakes Region Community Developers	**156571 - B001**	**Laconia NH**	**$88,761**	**$116,230**	**$204,991**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Marguerites Place	**157466 - B001**	**Nashua NH**	**$186,836**	**$140,700**	**$327,536**	**O: 06/19/19 (Item #40) Item #40 A1: 07/15/20 (Item #20)**
My Friend's Place	**156274 - B001**	**Dover NH**	**$177,231**	**$128,466**	**$305,697**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Nashua Soup Kitchen & Shelter, Inc.	**174173 - R001**	**Nashua NH**	**$284,806**	**$183,522**	**$468,328**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
New Generation	**177295 - B001**	**Greenland NH**	**$162,400**	**$134,582**	**$296,982**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
NH Coalition Against Domestic and Sexual Violence	**155510 - B001**	**Concord NH**	**$791,802**	**$887,024**	**$1,678,826**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**

Salvation Army Carey House, Laconia	**177627 - B001**	**Laconia NH**	**$200,062**	**$244,696**	**$444,758**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Salvation Army McKenna House, Concord, Eastern Territory	**177627 - B003**	**Concord NH**	**$312,915**	**$256,930**	**$569,845**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Seacoast Family Promise	**TBD**	**Exeter NH**	**$94,661**	**$85,644**	**$180,305**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Southern NH Services	177198 - B006	Manchester NH	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Southwestern Community Services	**177511 - R001**	**Keene NH**	**$527,563**	**$464,922**	**$992,485**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Front Door Agency	**156244 - B001**	**Nashua NH**	**$287,991**	**$269,166**	**$557,157**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Way Home, Inc.	**166673 - B001**	**Manchester NH**	**$140,656**	**$116,230**	**$256,886**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Tri-County CAP, Inc.	**177195 - B009**	**Berlin NH**	**$126,299**	**$79,526**	**$205,825**	**O: 07/10/19 Item #16 A1: 07/15/20 (Item #20)**
Waypoint	177166 - B002	Manchester NH	$252,556	$0.00	$252,556	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A1: 07/15/20 (Item #20)
		Total:	$6,882,604	$5,665,716	$12,548,320	

Funds are anticipated to be available in State Fiscal Years 2022 and 2023 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue State Grant in Aid (SGIA) Homeless Assistance program .to ensure individuals and families experiencing housing instability receive the essential services and supports that include case management and emergency shelter services or case management services only.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will continue providing emergency shelter to individuals and families who are homeless. The Contractors will also continue providing case management services to individuals and families who are currently in shelters as well as individuals and families who are unsheltered in order to link them with housing services; other essential services; and provide ongoing case management. The case management services are personalized and based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services; assistance with applications for housing; assistance with applications for public assistance; referrals for healthcare, including mental health or substance use treatment; linkages to education, and employment supports.

The Contractors are monitored for performance through reports available from the Homeless Management Information System, which include information regarding:

- Length of time individuals remain homeless.
- The extent to which individuals who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

As referenced in Exhibits C-1 of the original contracts, 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 Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM
100% General Funds

Bridge House Shelters — Vendor # 1652; Vendor # 1652; Vendor # 165288 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$83,490	$0	$83,490	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$59,130	$0	$59,130	
2022	102/500732	Contracts for Program Services	TBD	$61,174	$0	$61,174	
2023	102/500733	Contracts for Program Services	TBD	$61,174	$0	$61,174	
		Sub Total		$264,968	$0	$264,968	

Community Action Partnership of Strafford County — Vendor # 177200 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$6,588	$0	$6,588	

Community Action Program, Belknap and Merrimack — Vendor # 177203 - B003

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Concord Coalition to End Homelessness — Vendor # 287140 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$10,091	$0	$10,091	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2022	102/500732	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2023	102/500733	Contracts for Program Services	TBD	$58,618	$0	$58,618	
		Sub Total		$185,945	$0	$185,945	

Cross Roads House — Vendor # 166570 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$465,221	$0	$465,221	O: 06/19/19 (Item #40) A1: 07/15/20,
2021	102/500731	Contracts for Program Services	TBD	$301,563	$0	$301,563	
2022	102/500732	Contracts for Program Services	TBD	$311,987	$0	$311,987	

2023	102/500733	Contracts for Program Services	TBD	$311,987	$0	$311,987	(Item #20) A2: 05/19/21 (Tabled Item #15)
		Sub Total		$1,390,758	$0	$1,390,758	

FITNHNH, Inc. Vendor # 157730 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$1,037,418	$0	$1,037,418	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$620,866	$0	$620,866	
2022	102/500732	Contracts for Program Services	TBD	$642,327	$0	$642,327	
2023	102/500733	Contracts for Program Services	TBD	$642,327	$0	$642,327	
		Sub Total		$2,942,938	$0	$2,942,938	

Friends Program Vendor # 154987 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$88,971	$0	$88,971	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$88,702	$88,702	
2023	102/500733	Contracts for Program Services	TBD	$0	$88,702	$88,702	
		Sub Total		$174,710	$177,404	$352,114	

Helping Hands Outreach Center

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$114,908	$0	$114,908	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$94,608	$0	$94,608	
2022	102/500732	Contracts for Program Services	TBD	$97,878	$0	$97,878	
2023	102/500733	Contracts for Program Services	TBD	$97,878	$0	$97,878	
		Sub Total		$405,272	$0	$405,272	

Hundred Nights, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$117,376	$0	$117,376	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$103,478	$0	$103,478	
2022	102/500732	Contracts for Program Services	TBD	$107,055	$0	$107,055	
2023	102/500733	Contracts for Program Services	TBD	$107,055	$0	$107,055	
		Sub Total		$434,964	$0	$434,964	

Lakes Region Community Developers

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$32,587	$0	$32,587	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	

		Sub Total		$204,991	$0	$204,991	A2: 05/19/21 (Tabled Item #15)

Marquerites Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$118,536	$0	$118,536	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$68,300	$0	$68,300	
2022	102/500732	Contracts for Program Services	TBD	$70,350	$0	$70,350	
2023	102/500733	Contracts for Program Services	TBD	$70,350	$0	$70,350	
		Sub Total		$327,536	$0	$327,536	

My Friend's Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$115,144	$0	$115,144	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$62,087	$0	$62,087	
2022	102/500732	Contracts for Program Services	TBD	$64,233	$0	$64,233	
2023	102/500733	Contracts for Program Services	TBD	$64,233	$0	$64,233	
		Sub Total		$305,697	$0	$305,697	

Nashua Soup Kitchen & Shelter, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$196,111	$0	$196,111	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$88,695	$0	$88,695	
2022	102/500732	Contracts for Program Services	TBD	$91,761	$0	$91,761	
2023	102/500733	Contracts for Program Services	TBD	$91,761	$0	$91,761	
		Sub Total		$468,328	$0	$468,328	

New Generation

Vendor # 177295 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$97,357	$0	$97,357	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$65,043	$0	$65,043	
2022	102/500732	Contracts for Program Services	TBD	$67,291	$0	$67,291	
2023	102/500733	Contracts for Program Services	TBD	$67,291	$0	$67,291	
		Sub Total		$296,982	$0	$296,982	

NH Coalition Against Domestic and Sexual Violence

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$363,109	$0	$363,109	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$428,693	$0	$428,693	
2022	102/500732	Contracts for Program Services	TBD	$443,512	$0	$443,512	
2023	102/500733	Contracts for Program Services	TBD	$443,512	$0	$443,512	
		Sub Total		$1,678,826	$0	$1,678,826	

Salvation Army Carey House, Laconia

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$81,802	$0	$81,802	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$118,260	$0	$118,260	
2022	102/500732	Contracts for Program Services	TBD	$122,348	$0	$122,348	
2023	102/500733	Contracts for Program Services	TBD	$122,348	$0	$122,348	
		Sub Total		$444,758	$0	$444,758	

Salvation Army McKenna House, Concord, Eastern Territory

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$188,742	$0	$188,742	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$124,173	$0	$124,173	
2022	102/500732	Contracts for Program Services	TBD	$128,465	$0	$128,465	
2023	102/500733	Contracts for Program Services	TBD	$128,465	$0	$128,465	
		Sub Total		$569,845	$0	$569,845	

Seacoast Family Promise

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$53,270	$0	$53,270	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21
2021	102/500731	Contracts for Program Services	TBD	$41,391	$0	$41,391	
2022	102/500732	Contracts for Program Services	TBD	$42,822	$0	$42,822	
2023	102/500733	Contracts for Program Services	TBD	$42,822	$0	$42,822	
		Sub Total		$180,305	$0	$180,305	

Southern NH Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Southwestern Community Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$302,869	$0	$302,869	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$224,694	$0	$224,694	
2022	102/500732	Contracts for Program Services	TBD	$232,461	$0	$232,461	
2023	102/500733	Contracts for Program Services	TBD	$232,461	$0	$232,461	
		Sub Total		$992,485	$0	$992,485	

The Front Door Agency

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$157,905	$0	$157,905	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$130,086	$0	$130,086	
2022	102/500732	Contracts for Program Services	TBD	$134,583	$0	$134,583	
2023	102/500733	Contracts for Program Services	TBD	$134,583	$0	$134,583	
		Sub Total		$557,157	$0	$557,157	

The Way Home, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$84,482	$0	$84,482	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	
		Sub Total		$256,886	$0	$256,886	

Tri-County CAP, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$87,864	$0	$87,864	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$38,435	$0	$38,435	
2022	102/500732	Contracts for Program Services	TBD	$39,763	$0	$39,763	
2023	102/500733	Contracts for Program Services	TBD	$39,763	$0	$39,763	
		Sub Total		$205,825	$0	$205,825	

Waypoint

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$166,817	$0	$166,817	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A2: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$252,556	$0	$252,556	

Overall Total	$12,548,320	$177,404	$12,725,724	

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Hundred Nights, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended and extended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and 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 1.7, Completion Date, to read:

   June 30, 2023

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $434,964

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, to read:

   2. Scope of Services

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide that include but are not limited to:

   2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

   2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment on a short-term emergency or transitional basis, as described in RSA 126-A:26.

   2.1.3. Operating a facility in accordance with Exhibit C, Section 15, Operation of Facilities: Compliance with Laws and Regulations that includes, but is not limited to:

   2.1.3.1. Building maintenance and repair.

   2.1.3.2. Security systems.

   2.1.3.3. Heating and possible cooling equipment.

   2.1.3.4. Property and business insurance.

   2.1.3.5. Utilities and furnishings.

   2.1.3.6. Amenities, including bathrooms.

   2.2. The Contractor shall assist individuals and families who are homeless with accessing and applying for services that lead to permanent housing by providing Case

Management Services that include, but are not limited to:

2.2.1. Assessing individual and family needs for well-being and obtaining housing.

2.2.2. Developing individualized plans with the types of services and assistance programs to meet individual and family and needs.

2.2.3. Assisting individuals and families with accessing emergency shelter.

2.2.4. Assisting individuals and families with applying for and accessing permanent housing.

2.2.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.2.6. Assisting individuals and families with accessing community providers and supports, that may include, but are not limited to, mental health services, substance use treatment, medical care, employment services, veterans benefits, financial and food assistance, and education supports.

2.3. The Contractor shall comply with program requirements that include, but are not limited to:

2.3.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include:

2.3.1.1. Housing First Approach;

2.3.1.2. Safe and appropriate diversion;

2.3.1.3. Immediate and low-barrier access;

2.3.1.4. Housing-focused, rapid exit services; and

2.3.1.5. Data to measure performance.

2.3.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted op January 23, 2018, that is herein incorporated by reference and as amended.

2.3.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions, which may include but are not limited to mental health services; medication stability; sexual orientation; vulnerability to illness; vulnerability to victimization; vulnerability to physical assault; racial equality; marital status; or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.3.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restricted by law. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.3.5. Agreeing to on-site monitoring, on an annual basis, to review compliance,

progress, and performance, which includes, but is not limited to:

2.3.5.1. Reviewing policies and procedures for services provided.

2.3.5.2. Reviewing financial analyses.

2.3.5.3. Reviewing for compliance with safety and hazard requirements.

2.3.5.4. Reviewing Data and HMIS entry standards.

2.3.6. Complying with New Hampshire Administrative Rules He-M 314, Rights of Persons Using Emergency Shelters and ensuring individuals understand their rights. http://www.gencourt.state.nh.us/rules/state_agencies.he-m300.html

2.4. The Contractor shall complete a SGIA Program Project Program Monitoring Workbook per Department request.

2.5. The Contractor shall participate in training on contractual compliance and technical assistance, as required by the Department.

4. Modify Exhibit B, Method and Conditions Precedent to Payment Section 3 by adding Subsection 3.6 to read:

3.6. The Contractor shall provide backup documentation for all reimbursement requests.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/18/2021
Date

DocuSigned by:
Christine Santaniello
Name: Christine Santaniello
Title: Director

Hundred Nights, Inc.

3/18/2021
Date

DocuSigned by:
Mindy Cambiar
Name: Mindy Cambiar
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/1/2021
Date

DocuSigned by:
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

20 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 29, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend existing **Retroactive** agreements with the vendors listed below to provide the State Grant in Aid (SGIA) Homeless Assistance program, by modifying the agreements to have individual price limitations instead of a shared price limitation for vendors listed in the table below and terminating two agreements with vendors as indicated in the table below, and decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604, with no change to the contract completion dates of June 30, 2021, effective retroactive to July 1, 2020 upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Revised Amount	G&C Approval
Bridge House Shelters	165288 - B001	Plymouth NH	Shared	$142,620	June 19,2019 Item #40
Community Action Partnership of Strafford County	177200 - B004	Dover NH	Shared	$6,588	June 19,2019 Item #40
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	Shared	$0	O: -
Concord Coalition to End Homelessness	267140 - B001	Bow NH	Shared	$68,709	June 19,2019 Item #40
Cross Roads House	166570 - B001	Portsmouth NH	Shared	$766,784	June 19,2019 Item #40
Families in Transition, NH	157730 - B001	Manchester NH	Shared	$1,658,284	June 19,2019 Item #40
Friends Program	154987 - B001	Concord NH	Shared	$174,710	June 19,2019 Item #40
Helping Hands Outreach Center	174226 - R001	Manchester NH	Shared	$209,516	June 19,2019 Item #40
Hundred Nights, Inc	TBD	Keene NH	Shared	$220,854	June 19,2019 Item #40

Lakes Region Community Developers	156571 - B001	Laconia NH	Shared	$88,761	June 19,2019 Item #40
Marquerites Place	157465 - B001	Nashua NH	Shared	$186,836	June 19,2019 Item #40
My Friend's Place	156274 - B001	Dover NH	Shared	$177,231	June 19,2019 Item #40
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	Nashua NH	Shared	$284,806	June 19,2019 Item #40
New Generation	177295 - B001	Greenland NH	Shared	$162,400	June 19,2019 Item #40
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	Shared	$791,802	June 19,2019 Item #40
Salvation Army Carey House, Laconia	177627 - B001	Laconia NH	Shared	$200,062	June 19,2019 Item #40
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	Concord NH	Shared	$312,915	June 19,2019 Item #40
Seacoast Family Promise	TBD	Exeter NH	Shared	$94,661	June 19,2019 Item #40
Southern NH Services	177198 - B006	Manchester NH	Shared	$0	June 19,2019 Item #40
Southwestern Community Services	177511 - R001	Keene NH 03431	Shared	$527,563	June 19,2019 Item #40
The Front Door Agency	156244 - B001	Nashua NH 03064	Shared	$287,991	June 19,2019 Item #40
The Way Home, Inc	166673 - B001	Manchester NH	Shared	$140,656	June 19,2019 Item #40
Tri-County CAP, Inc	177195 - B009	Berlin NH	Shared	$126,299	July 10, 2019 Item #16
Waypoint	177166 - B002	Manchester NH	Shared	$252,556	June 19,2019 Item #40 A01: August 28, 2019 Item #20B
[redacted]	[redacted]	**Total**	**$7,300,000 (Shared)**	**$6,882,604**	

Funds are available in the following accounts for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because Department's business operations were disrupted by COVID-19 which led to delays in the contract amendment review and approval process.

The purpose of this request is to modify the agreements to have individual price limitations instead of a shared price limitation and to terminate agreements with two (2) Contractors, decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604. The individual price limitations will allow each vendor to more accurately budget and allocate funding to meet the specific needs of the clients within the community.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract. The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Department will monitor the contracted services by requiring the Contractors to submit reports in the HMIS system that include the following:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the State Grant in Aid Homeless Assistance Program

This 1st Amendment to the State Grant in Aid Homeless Assistance Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Hundred Nights, Inc., (hereinafter referred to as ("the Contractor"), a nonprofit, with a place of business at 17 Lamson Street, Keene NH, 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #40), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, 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, modify the price limitation and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $220,854.

2. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1. to read:

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide, including but not limited to:

3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1.4. to read:

   2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

4. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 1, in its entirety.

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.1, in its entirety.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.2, to read:

   2.2. The Department will reimburse the Contractor based on the total emergency shelter beds in a program as reported to the Department of Housing and Urban Development. The rate includes all services provided in this Contract on behalf of the individual per day.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, Subsection 3.1, to read:

   3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the fiftieth (15th) day of each month, for the previous month, and accompanied by an

invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/24/2020
Date

Name: Christine Santaniello
Title: Director, DEHS

Hundred Nights, Inc.

6/17/2020
Date

Melinda (Mindy) Cambrian
Name:
Title:

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

06/25/20
Date

Catherine Pinos
Name: Catherine Pinos, Attorney
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

JUN07'19 PM 1:49 DAS

40 mac

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 7, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into agreements with the vendors listed below in an amount not to exceed $7,000,000, to provide the State Grant in Aid (SGIA) Homeless Assistance program, effective July 1, 2019, through June 30, 2021, upon Governor and the Executive Council approval. 100% General Funds.

Vendor Name	Vendor Number	Location
Bridge House Shelters	165288 - B001	260 Highland Street Plymouth NH 03264
Community Action Partnership of Strafford County	177200 - B004	577 Central Ave Ste 10 Dover NH 03820
Community Action Program, Belknap and Merrimack	177203 - B003	2 Industrial Park Drive Concord NH 03302
Concord Coalition to End Homelessness	267140 - B001	22 Stack Drive Bow NH 03304
Cross Roads House	166570 - B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition, NH	157730 - B001	122 Market Street Manchester NH 03101
Friends Program	154987 - B001	202 N State Street Concord NH 03301
Helping Hands Outreach Center	174226 - R001	50 Lowell Street Manchester NH 03101
Hundred Nights, Inc	TBD	17 Lamson Street Keene NH 03431
Lakes Region Community Developers	156571 - B001	658 Union Ave Laconia NH 03246
Marquerites Place	157465 - B001	87 Palm Street Nashua NH 03060
My Friend's Place	156274 - B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	2 Quincy Street Nashua NH 03061
New Generation	177295 - B001	9 Tide Mill Road Greenland NH 03840
NH Coalition Against Domestic and Sexual Violence	155510 - B001	One Hundred North Main Street Concord NH 03301

Salvation Army Carey House, Laconia	177627 - B001	177 Union Ave Laconia NH 03246
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	58 Clinton Street Concord NH 03301
Seacoast Family Promise	TBD	27 Hampton Road Exeter NH 03833
Southern NH Services	177198 - B006	40 Pine Street Manchester NH 03108
Southwestern Community Services	177511 - R001	63 Community Way Keene NH 03431
The Front Door Agency	156244 - B001	7 Concord Street, Nashua NH 03064
The Way Home, Inc	166673 - B001	214 Spruce Street Manchester NH 03103
Waypoint	177166 - B002	464 Chestnut Street Manchester NH 03105
		Total: $7,000,000

Funds are available in the following account(s), and are anticipated to be available in State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office. During each State Fiscal Year of the contract, there is a shared price limitation among the vendors of $3,500,000. Consequently, there is no guaranteed minimum or maximum amount of client or service volume.

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	TBD	$3,500,000
2021	102-500731	Contracts for Prog Svc	TBD	$3,500,000
			Total	**$7,000,000**

EXPLANATION

The purpose of this request is to administer the State Grant in Aid (SGIA) Homeless Assistance program. The Contractors listed above shall be required to either: provide emergency shelter services and case management services or case management services only. The Department will reimburse the Contractor at a rate of $11.00 for services provided to each individual per day.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Contractors shall be monitored for performance through reports available from the HMIS system as follows:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

The vendors listed above were selected for this project through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' web site from March 28, 2019 through April 25, 2019. The Department received twenty six (26) eligible applications, with one vendor withdrawing after submission. The applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the applications. The Bid Summary is attached.

As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

State Grant-In-Aid Homeless Assistance Program
RFA Name

RFA-2020-DEHS-01-STATE
RFA Number

Reviewer Names

1.
2.
3.
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Bridge House Shelter		100	90
2. New Generation, Inc.		100	100
3. Marguerite's Place		100	100
4. Southwestern Community Services		100	100
5. Cross Roads House		100	100
6. Community Action Program		100	95
7. Waypoint		100	100
8. Seacoast Family Promise		100	95
9. Nashua Soup Kitchen & Shelter, Inc.		100	100
10. NH Coalition Against Domestic & Sexual Violence		100	100
11. The Salvation Army-Carey House		100	100
12 The Salvation Army-McKenna House		100	100

13	New Hampshire Legal Assistance		100	100
14	Helping Hands Outreach Center		100	100
15	Southern New Hampshire Services		100	100
16	Headrest, Inc.		100	0
17	Tri-County Community Action Program, Inc.		100	100
18	Lakes Region Community Developers		100	100
19	My Friend's Place, Emergency Shelter Program		100	100
20	Families in Transition/New Hampshire		100	100
21	Community Action Partnership of Strafford County		100	100
22	Friends Program		100	100
23	Concord Coalition To End Homelessness		100	70
24	The Front Door Agency-Transformational Housing Program		100	100
25	Hundred Nights		100	100
26	The Way Home, Inc.		100	100
28.	0		100	0
29.	0		100	0
30.	0		100	0
31.	0		100	0

Subject: State Grant in Aid Homeless Assistance Program (RFA-2020-DEHS-01-STATE-09)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Hundred Nights Inc.		1.4 Contractor Address 17 Lamson Street Keene NH 03431	
1.5 Contractor Phone Number 603-352-5197	1.6 Account Number 05-95-42-423010-7927-102-500731	1.7 Completion Date 6/30/21	1.8 Price Limitation 7,000,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Branwen Gregory Chairman of the Board, Hundred Nights, Inc.	

1.13 Acknowledgement: State of NH, County of Cheshire

On 5/28/19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Robin E. Boyd, JP

1.14 State Agency Signature Date: 5/28/19	1.15 Name and Title of State Agency Signatory Christine Santaniello, Director, DEHS
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Lisa M. Engler	On: 6/6/2019
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials BG
Date 5/28/19

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials BG
Date 5/28/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials BG
Date 5/28/19

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.

2. Scope of Services

2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless or at risk of becoming homeless statewide. Including but not limited to:

2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in RSA 126-A:26.

2.1.3. Operating a facility in accordance with Exhibit C-1 Operation of Facilities: Compliance with Laws and Regulations that includes at a minimum:

2.1.3.1. Building maintenance and repair.

2.1.3.2. Security systems.

2.1.3.3. Heating and possible cooling equipment.

2.1.3.4. Property and business insurance.

2.1.3.5. Utilities and furnishings.

2.1.3.6. Amenities such as bathrooms.

2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless or at-risk of becoming homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

2.1.4.1. Assessing individuals and families' needs for well-being and obtaining housing, and developing an individualized plan to meet those needs.

2.1.4.2. Developing an individualized plan with the types of services and assistance programs to meet their needs.

2.1.4.3. Assisting individuals and families with accessing emergency shelter.

2.1.4.4. Assisting individuals and families with applying for and accessing permanent housing.

2.1.4.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.1.4.6. Assisting individuals and families with accessing community providers and supports, for, including but not limited to, mental health services, substance use treatment, medical care, employment, veterans benefit, financial and food assistance, and education supports.

2.1.5. The Contractor shall comply with the program requirements, which include but are not limited to:

2.1.5.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include but are not limited to:

2.1.5.1.1. Housing First Approach

2.1.5.1.2. Safe and appropriate diversion

2.1.5.1.3. Immediate and low-barrier access

2.1.5.1.4. Housing-focused, rapid exit services

2.1.5.1.5. Data to measure performance

2.1.5.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted on January 23, 2018, that is herein incorporated by reference and as amended.

2.1.5.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions such as but not limited to mental health services, medication stability, sexual orientation, vulnerability to illness, vulnerability to victimization, vulnerability to physical assault, racial equality, marital status or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.1.5.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restrictive by law such as for domestic violence. The data standards may be found at:

2.1.5.5. Agreeing to on-site monitoring, on an annual basis, to review compliance, progress, and performance, which includes, but is not limited to:

2.1.5.5.1. Reviewing policies and procedures for services provided.

2.1.5.5.2. Reviewing financial analyses.

2.1.5.5.3. Reviewing for compliance with safety and hazard requirements.

2.1.5.5.4. Reviewing Data and HMIS entry standards.

2.1.5.6. Complying with New Hampshire Administrative Rules He-M 314 Rights of Persons Using Emergency Shelters.

and ensuring that individuals understand their rights

3. Reporting

3.1. The Contractor shall submit monthly reports to the Department, with the corresponding monthly invoice for payment that includes the aggregate number of individuals served, in accordance with Section 2.1.5.4 above, no later than the 10th day of the following month.

3.2. The Contractor shall submit an annual report to the Department, with the aggregate number of individuals served in accordance with Section 2.1.2.4, beginning September 30, 2020 and each year thereafter.

4. Performance Measures

4.1. The Contractor's performance shall be measured to ensure that the data is entered into HMIS in accordance with Section 2.1.5.4, above, and clients are receiving the assistance needed to meet their goals.

4.2. The Contractor shall be monitored for performance through reports available from the HMIS system that include but are not limited to:

4.2.1. Length of time persons remain homeless

4.2.2. The extent to which persons who exit homelessness to permanent housing destinations return to homelessness

4.2.3. Successful exit to permanent housing destinations

Exhibit B

Method and Conditions Precedent to Payment

1. Price Limitation: This agreement is one of multiple agreements that will serve the State Grant in Aid to Homeless program. ***No maximum or minimum client and service volume is guaranteed.*** Accordingly, the price limitation among all agreements is identified in Block 1.8 of the P-37 for the duration of the agreement.
2. The funding source for this agreement for State Grant in Aid (SGIA) Homeless Assistance program are 100% General Funds
   - 2.1. Funds for SGIA Homeless Assistance program across all vendors, statewide, are anticipated to be $7,000,000 and available in the following amounts:
     - 2.1.1. $3,500,000 for State Fiscal Year 2020.
     - 2.1.2. $3,500,000 for State Fiscal Year 2021.
   - 2.2. The Department will reimburse the Contractor at a rate of $11.00 per individual per day. The rate includes all services provided in this agreement on behalf of the individual per day.
3. Payments shall be made as follows:
   - 3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
   - 3.2. In lieu of hard copies submitted to the address listed in Section 5.4. Exhibit B., all invoices may be assigned an electronic signature and emailed to:
   - 3.3. The Contractor shall keep detailed records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses. The Contractor shall return completed invoices, as provided by the Department, no later than thirty (30) days from the

date services are provided.

3.4. The Contractor shall submit completed invoices to:

State Grant in Aid to Homeless Program
Bureau of Housing Supports
Department of Health and Human Services
Division of Economic and Housing Stability
129 Pleasant Street
Concord, NH 03301
Phone: 603-271-9196

3.5. The State 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.

4. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Hundred Nights, Inc

5/28/19
Date

Name: Brandon Gregory
Title: Chairman of the Board
Hundred Nights, Inc

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: Hundred Nights Inc

5/28/19
Date

Name: Brandi Sroga
Title: Chairman of the Board

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials BG
Date 5/28/19

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: Hundred Nights, Inc

5/28/19
Date

Name: [signature]
Title: Chairman of the Board

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: Hundred Nights Inc

5/28/19
Date

Name: Brandt Seguin
Title: Chairman of the Board

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: Hundred Nights, Inc

5/28/19
Date

Name: Brandon Greenwood
Title: Chairman of the Board

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Hundred Nights Inc
The State	Name of the Vendor
Christine Santaniello	
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Brannen Gregory
Name of Authorized Representative	Name of Authorized Representative
Director, DCBCS	Chairman of the Board
Title of Authorized Representative	Title of Authorized Representative
5/30/19	5/28/19
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: Hudat Mgts Inc

5/28/19
Date

Name: Branwen Gregory
Title: Chairman of the Board

FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 079746802

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Contractor Initials BG
Date 5/28/19

Date _____

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and My Friends Place ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), as amended on May 19, 2021, (Tabled Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $466,771

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

DS FB
Contractor Initials
Date 10/20/2022

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

11/1/2022
Date

DocuSigned by:
Karen Hebert
625C6CEB1B4A416...
Name: Karen Hebert
Title: Division Director

My Friends Place

10/20/2022
Date

DocuSigned by:
Francis Bruton
Name: Francis Bruton
Title: President

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/14/2022
Date

DocuSigned by:
Robyn Guarino
74873494494146D...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MY FRIEND'S PLACE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 03, 1987. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **108288**

Certificate Number: **0005881964**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of October A.D. 2022.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

CERTIFICATE OF AUTHORITY

I, Robert Fuller, 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 My Friends Place.
(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 10/17, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Fx Benton : Susan Foro (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of My Friends Place to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10/25/2022

Robert Fuller Treasurer
Signature of Elected Officer
Name:
Title:

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/12/2022

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 John J. Flynn Ins Agy Inc 818 Central Avenue Dover NH 03820	**CONTACT NAME:** John Flynn **PHONE (A/C, No, Ext):** (603) 740-0140 **FAX (A/C, No):** (603) 743-3370 **E-MAIL ADDRESS:** John.Flynn@Flynninsurance.net
INSURED My Friend's Place Inc 368 Washington St Dover NH 03820	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Philadelphia Insurance Co — 23850 **INSURER B:** Weco — 26135 **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** CL22101268472 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		PHPK2444501	07/24/2022	07/24/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		PHPK2444501	07/24/2022	07/24/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		PHUB825684	07/24/2022	07/24/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3545756	09/26/2022	09/26/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of New Hampshire Department of Health and Human Services is additional insured with respect to the commercial general liability.

CERTIFICATE HOLDER

State of New Hampshire Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John J. Flynn

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

Provide home like emergency shelter and transitional housing, and exceptional support for the homeless men, women, and families in our service area.

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

MY FRIEND'S PLACE

FINANCIAL STATEMENTS

Years Ended June 30, 2021 and 2020

DRAFT
SUBJECT TO CHANGE

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

TABLE OF CONTENTS

	Page No.
INDEPENDENT AUDITOR'S REPORT	1
FINANCIAL STATEMENTS	
Statements of Financial Position	4
Statements of Activities	5
Statements of Functional Expenses	6
Statements of Cash Flows	8
Notes to Financial Statements	9

DRAFT
SUBJECT TO CHANGE

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

Hodgdon, Wilson & Griffin,
Certified Public Accountants, P.A.

DRAFT
SUBJECT TO CHANGE

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
My Friend's Place
Dover, New Hampshire

Opinion

We have audited the accompanying financial statements of My Friend's Place (a nonprofit organization), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of My Friend's Place as of June 30, 2021 and 2020, and its statement of activities, functional expenses and cash flows for the years then ended in accordance with the accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of My Friend's Place and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from an error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion of the effectiveness of My Friend's Place's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about My Friend's Place's ability to continue as a going concern for a reasonable period of time.

DRAFT
SUBJECT TO CHANGE

(continued)

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Hodgdon, Wilson & Griffin, CPAs
Portsmouth, New Hampshire

May 14, 2022

DRAFT
SUBJECT TO CHANGE

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

MY FRIEND'S PLACE
STATEMENTS OF FINANCIAL POSITION
June 30,

	2021	2020
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 372,626	$ 286,821
Grants receivable	28,837	10,720
Investments	1,326	1,162
Inventory	10,242	9,000
Prepaid expenses	3,336	2,308
Total current assets	416,367	310,019
PROPERTY, PLANT AND EQUIPMENT		
Land	87,150	87,150
Buildings and improvements	856,938	828,092
Furniture and fixtures	42,634	42,634
Equipment	52,341	45,579
Total property and equipment	1,039,063	1,003,455
Less accumulated depreciation	560,438	532,929
Property and equipment, net	478,625	470,526
OTHER ASSETS		
Endowment investments	11,917	9,263
Cash and cash equivalents	2,800	400
Total other assets	14,717	9,663
TOTAL ASSETS	$ 909,709	$ 790,208
LIABILITIES & NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	$ 25,917	$ 26,851
Accrued payroll and payroll taxes	4,289	6,094
Accrued earned time	5,737	2,879
Note payable, current portion	-	17,753
Total current liabilities	35,943	53,577
LONG-TERM LIABILITIES		
Note payable, net of current portion	-	22,569
Security deposit	2,800	400
Total long-term liabilities	2,800	22,969
Total liabilities	38,743	76,546
NET ASSETS		
Without donor restrictions	859,049	704,399
With donor restrictions	11,917	9,263
Total net assets	870,966	713,662
TOTAL LIABILITIES AND NET ASSETS	$ 909,709	$ 790,208

DRAFT SUBJECT TO CHANGE

The accompanying notes are an integral part of these financial statements.

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

MY FRIEND'S PLACE
STATEMENTS OF ACTIVITIES
For the Years Ended June 30,

DRAFT SUBJECT TO CHANGE

	2021	2020
NET ASSETS WITHOUT DONOR RESTRICTIONS		
Public support and revenue:		
Public support		
Grants	$ 256,588	$ 173,528
Donations	156,332	108,118
United Way	12,597	23,033
Total public support	425,517	304,679
OTHER REVENUE		
Gaming revenue, net	105,907	57,610
Debt forgiveness	40,588	-
Fee for service	37,929	30,170
Interest income	142	108
Unrealized gain (loss) on investments	120	(12)
Total other revenue	184,686	87,876
Total public support and revenue	610,203	392,555
FUNCTIONAL EXPENSES		
Program services	383,669	284,124
Management and general	60,613	59,298
Fundraising	11,271	10,450
Total functional expenses	455,553	353,872
INCREASE (DECREASE) IN NET ASSETS WITHOUT DONOR RESTRICTIONS	154,650	38,683
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	2,654	(4,855)
INCREASE (DECREASE) IN NET ASSETS	157,304	33,828
NET ASSETS, Beginning	713,662	679,834
NET ASSETS, Ending	$ 870,966	$ 713,662

The accompanying notes are an integral part of these financial statements.

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

MY FRIEND'S PLACE
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2021

	Program	Management and General	Fundraising	Total
Classified advertising and public relations	$ -	$ 66	$ -	$ 66
Depreciation expense	26,134	1,375	-	27,509
Employee benefits	15,603	8,193	1,438	25,234
Insurance	3,679	5,518	-	9,197
Interest	270	-	-	270
Maintenance and repairs	27,136	1,289	-	28,425
Miscellaneous	18	1,128	-	1,146
Office expense	1,336	3,678	2,695	7,709
Professional fees	-	7,075	-	7,075
Resident support services	532	-	-	532
Salaries and wages	234,440	26,387	6,597	267,424
Supplies	18,594	2,589	-	21,183
Taxes, payroll	18,962	2,143	541	21,646
Telephone	5,600	295	-	5,895
Transportation expense	1,199	-	-	1,199
Utilities	30,166	877	-	31,043
TOTAL EXPENSES	$ 383,669	$ 60,613	$ 11,271	$ 455,553

DRAFT
SUBJECT TO CHANGE

The accompanying notes are an integral part of these financial statements.

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

MY FRIEND'S PLACE
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2020

	Program	Management and General	Fundraising	Total
Classified advertising and public relations	$ -	$ 511	$ -	$ 511
Depreciation expense	25,450	975	-	26,425
Employee benefits	15,650	5,598	807	22,055
Insurance	4,239	6,358	-	10,597
Maintenance and repairs	17,677	614	-	18,291
Miscellaneous	101	2,239	-	2,340
Office expense	1,442	4,073	3,600	9,115
Professional fees	-	10,687		10,687
Resident support services	2,209	-	-	2,209
Salaries and wages	165,175	22,847	5,622	193,644
Supplies	10,212	2,676	-	12,888
Taxes, payroll	12,370	1,711	421	14,502
Telephone	4,538	239	-	4,777
Transportation expense	656	-	-	656
Utilities	24,405	770	-	25,175
TOTAL EXPENSES	$ 284,124	$ 59,298	$ 10,450	$ 353,872

DRAFT
SUBJECT TO CHANGE

The accompanying notes are an integral part of these financial statements.

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

MY FRIEND'S PLACE
STATEMENTS OF CASH FLOWS
Years Ended June 30,

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in net assets	$ 157,304	$ 33,828
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:		
Debt forgiveness	(40,580)	-
Unrealized (gain) loss on investments	(2,774)	12
Investment (income) loss	(44)	497
Depreciation	27,509	26,425
Noncash interest	266	-
(Increase) decrease in:		
Grants receivable	(18,109)	25,765
Inventory	(1,242)	(6,339)
Prepaid expenses	(1,028)	310
Increase (decrease) in:		
Accounts payable	(934)	25,125
Accrued payroll and payroll taxes	(1,805)	2,694
Accrued earned time	2,858	893
Security Deposits	2,400	(406)
Total adjustments	(33,491)	74,976
Net cash provided by operating activities	123,813	108,804
CASH FLOWS FROM INVESTING ACTIVITIES		
Acquisition of property, plant and equipment	(35,608)	(16,075)
CASH FLOWS FROM FINANCING ACTIVITIES		
Increase in borrowings	-	40,322
Net increase in cash	88,205	133,051
Cash at beginning of year	287,221	154,170
CASH AT END OF YEAR	$ 375,426	$ 287,221

DRAFT SUBJECT TO CHANGE

The accompanying notes are an integral part of these financial statements.

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

DRAFT SUBJECT TO CHANGE

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

My Friend's Place was organized February 3, 1987. The purpose of the organization is to provide safe and supportive emergency and transitional shelter to individuals and families experiencing homelessness in Strafford County, New Hampshire.

Adoption of New Accounting Pronouncements

During the fiscal year ended June 30, 2020, two new accounting pronouncements were adopted by My Friend's Place: Accounting Standards Update No. 2014-09, Revenue from Contracts with Customers (Topic 606) ("ASU 2014-09") and Accounting Standards Update No. 2018-08, Not-for-Profit Entities (Topic 958) Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made ("ASU 2018-08").

ASU 2014-09 outlines a single, comprehensive model for accounting for revenue from contracts with customers. Revenue streams applicable to My Friend's Place that qualify as exchange transactions include the providing of safe and supportive emergency and transitional shelter to individuals and families experiencing homelessness.

Management of My Friend's Place has analyzed the provisions of ASU 2014-09, and has concluded that no changes are necessary to conform with the new standard, therefore the implementation of ASU 2014-09 had no impact on beginning net assets or revenues.

ASU 2018-08 clarifies and improves guidance for contributions received and contributions made, and provides guidance to organizations on how to account for certain exchange transactions. This change is preferable in that it clarifies whether to account for transactions as contributions or as exchange transactions. In addition, it clarifies whether a contribution is conditional. As a result, it enhances comparability of financial information among not-for-profit entities.

The change in accounting principle resulting from ASU 2018-08 was adopted on a modified prospective basis during the year ended June 30, 2020. There was no resulting cumulative-effect adjustment to opening net assets without donor restrictions or opening net assets with donor restrictions.

Basis of Accounting

Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned, and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

DRAFT SUBJECT TO CHANGE

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Financial Statement Presentation
Under generally accepted accounting principles, My Friend's Place is required to report information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions. In addition, My Friend's Place is required to present a statement of cash flows.

Cash and Cash Equivalents
For purposes of the statement of cash flows, My Friend's Place considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents. For the years ended June 30, 2021 and 2020 cash includes amounts held for security deposits of $2,800 and $400, respectively.

Grants Receivable
Grants receivable represents amounts due from federal, state and local governments and from the United Way for grant revenue which has been earned.

Marketable Securities
Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets.

Promises to Give
Contributions are recognized when the donor makes a promise to give to My Friend's Place that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions. An allowance for uncollectible unconditional promises to give is established based on historical experience and management's evaluation of outstanding unconditional promises to give at the end of each year. As of June 30, 2021 and 2020, the balance of Promises to Give was $0 and $0, respectively.

Fair Value of Financial Instruments
Unless otherwise indicated, the fair values of all reported assets and liabilities which represent financial instruments, none of which are held for trading purposes, approximate the carrying values of such amounts.

Inventory
Inventory of Bingo materials and supplies are recorded at the lower of cost (first in, first out basis) or market.

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

DRAFT
SUBJECT TO CHANGE

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property, Plant and Equipment
Property and equipment are recorded at cost for those items which have been purchased, and at estimated fair values for those items which have been donated. The cost basis of the land and buildings acquired by My Friend's Place is allocated based on real estate tax valuation. The cost of buildings and improvements is recovered using the straight-line method over estimated useful lives of 10 to 40 years. The cost of furniture, fixtures and equipment is recovered using the straight-line method over estimated useful lives of 5 to 15 years. For the year ended June 30,2020 buildings and improvements included $3,509 for a deposit on a fence not yet in service.

Contributions
Contributions received are recorded as net assets with donor restrictions or net assets without donor restrictions depending on the existence or nature of any donor restrictions.

Donated Services
Contributions of services are recognized in the financial statements if the services enhance or create nonfinancial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. My Friend's Place typically receives contributed services to assist with general administrative and maintenance tasks. For the years ended June 30, 2021 and 2020, no amounts for contributions of services were recognized in the financial statements.

Donated Materials
My Friend's Place records donated materials at fair value. Donations of food, personal care items and household supply items for the use of residents are not recorded in the financial statements because of the difficulty in determining fair value.

Revenue Recognition
Grant revenue represents amounts received from governmental agencies and is typically in the form of support rather than an exchange transaction because the benefits of the services provided are to the general public and not to the grantor. The revenue is typically recognized over time or on a reimbursement basis. Most often grant revenue recognized over time is within the fiscal year of My Friend's Place.

Fee for service revenue represents amounts paid to My Friend's Place by residents and local communities for supportive emergency and transitional shelter for individuals and families experiencing homelessness. Fee for service revenue qualifies as an exchange transaction. This revenue is recognized at a single point when all risks and rewards transfer. Generally, this is the point when payment has been received for the services which were provided.

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

DRAFT
SUBJECT TO CHANGE

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, certain costs have been allocated among the programs and supporting services benefited using allocations determined on a reasonable basis which is consistently applied. Salaries and wages, payroll tax expenses, retirement expense, and employee benefits are based on estimates of time spent in the program or supporting function. Square footage is used to determine the allocations for repairs and maintenance, depreciation on the buildings and improvements, and utilities. Allocations for other expenses are based on the best estimate of the program or supporting function benefited.

Income Taxes

My Friend's Place has received a letter of determination dated June 20, 1988 from the Internal Revenue Service advising it that it qualifies as a non-profit organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, it is not subject to income tax. My Friend's Place is classified as other than a private foundation.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Subsequent Events

Management has evaluated subsequent events through May 14, 2022 the date that the financial statements were available to be issued.

Management continues to evaluate the recent introduction of the COVID-19 virus and its impact on the not-for-profit industry and has concluded that while it is reasonably possible that the virus could have a negative effect on the fair value of My Friend's Place financial position and results of operations, the specific impact is not readily determinable as of the date of these financial statements. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

DRAFT SUBJECT TO CHANGE

MY FRIEND'S PLACE
NOTES TO FINANCIAL STATEMENTS

NOTE B - ENDOWMENT INVESTMENTS

My Friend's Place is a beneficiary of an agency endowment fund at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing this fund, property contributed to The New Hampshire Charitable Foundation is held as a separate fund designated for the benefit of My Friend's Place. In accordance with its spending policy, the Foundation makes distributions from the funds to My Friend's Place. The distributions are approximately four percent of the market value of the fund per year. The estimated value of the future distributions from the fund is included in these financial statements, however, all property in the fund was contributed to The New Hampshire Charitable Foundation to be held and administered for the benefit of My Friend's Place.

NOTE C - ACCRUED EARNED TIME

Accrued earned time consists of a liability for future compensated leave time that is vested with the employees.

NOTE D - NOTE PAYABLE

On April 27, 2020 My Friend's Place was granted a loan of $40,322 pursuant to the Paycheck Protection Program (PPP) under the CARES Act. Funds received from the PPP loan may only be used for payroll costs, group health care costs, rent, utilities, and interest on debt obligations incurred before February 15, 2020. My Friend's Place used the entire loan amount for qualifying expenses. Under terms of the PPP, certain amounts of the loan were forgiven if they were used for qualifying expenses as described. On December 30,2020, the Paycheck Protection Program Loan was forgiven as the Organization had used the $40,322 loan amount for qualifying expenses. Interest expense of $266 on the note was also forgiven.

NOTE E - NET ASSETS WITH DONOR RESTRICTIONS

As of June 30, 2021 and 2020, My Friend's Place has net assets with donor restrictions of $11,917 and $9,263, respectively, invested with The New Hampshire Charitable Foundation.

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

DRAFT SUBJECT TO CHANGE

NOTE F - GAMING REVENUE, NET

Gaming revenue, net primarily represents amounts from weekly Bingo nights. Expenses consist of prizes and awards, hall rental, state taxes, licenses and supplies.

For the year ended June 30, 2021, Bingo revenue, net of $101,397 consisted of gaming revenue of $1,485,735 less expenses of $1,384,338. In addition, My Friend's Place hosted Poker events during the year with revenue of $5,510 and expenses of $1,000. Total gaming revenue, net for the year was $105,907.

For the year ended June 30, 2020, gaming revenue, net of $57,610 consisted of gaming revenue of $673,746 less expenses of $616,136.

NOTE G - RETIREMENT PLAN

My Friend's Place has adopted a 403(b) retirement plan. Under the plan, employees who meet certain age and length of service requirements may elect to defer a percentage of their salary, subject to Internal Revenue Service limits. My Friend's Place matches the employee deferral up to 3% of the employee's salary. For the years ended June 30, 2021 and 2020, retirement expense was $2,757 and $1,294, respectively.

NOTE H - LEASING ARRANGEMENTS

My Friend's Place rents property under cancelable leasing arrangements. Lease expense was $360 and $360 for the years ended June 30, 2021 and 2020, respectively.

NOTE I - ECONOMIC DEPENDENCY

My Friend's Place contracts are generally with government agencies and, therefore, the majority of its receivables and a significant amount of its revenue are derived from that source.

In addition, My Friend's Place has received a significant amount of its fundraising revenue from the operation of bingo games.

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

DRAFT SUBJECT TO CHANGE

NOTE J - COMMITMENTS AND CONTINGENCIES

During the year ended June 30, 1998, My Friend's Place received a grant from the United States Department of Housing and Urban Development (HUD). The $99,566 grant was used towards the acquisition of a transitional housing facility located at 21-23 Hough Street in Dover, New Hampshire. Under the terms of the grant, My Friend's Place would have to receive authorization from HUD in order to convert the transitional housing facility to another use. Failure to receive authorization from HUD would result in repayment of the grant to HUD.

My Friend's Place received money under various state and federal grants. Under the terms of these grants, My Friend's Place was required to use the money within the grant period for purposes specified in the grant proposal. If expenditures of the grant were found not to have been made in compliance with the proposals, My Friend's Place might be required to repay the grantor's funds.

NOTE K - LIABILITY AND AVAILABILITY OF FINANCIAL ASSETS

My Friend's Place's financial assets, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of the balance sheet date, consisted of the following as of June 30,

	2021	2020
Cash	$ 372,626	$ 286,821
Investments	1,326	1,162
	373,952	287,983
Less those unavailable for General expenditures within One year, due to:		
Contractual or donor imposed restrictions	-	-
Board designations	-	-
Financial assets available To meet cash needs for General expenditures within One year	$ 373,952	$ 287,983

My Friend's Place is substantially supported by public support. As part of the liquidity management of My Friend's Place, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

My friend's Place
Board Listing

First	Last	Position	Business
FX	Bruton	President	Lawyer/Bruton & Berube
Stan	Robbins	Vice President	Retired Busines Owner
Robert	Fuller	Treasurer	CPA/Duamis & Ferland
Janet	Insolia	Secretary	Dept/Boston Globe
Phyllis	LaPointe	Member	Retired Perchacing Manager for Fosters Daily emocrat and Delta Airlines
Alicia	McLaughlin	Member	Retired
Estelle	Lewis	Member	Retired Bookkeeper
John	Lewis	Member	Retired Judge NH Supreme Court
Jennifer	Stevens	Member	Freelance Journalist
Vicki	Roundy Esq	Member	Attourney
Jacqueline	Williams	Member	Retired Social Worker
Brad	Gould	Member	Police Captian of Patrol

Executive Director		
Susan	Ford	Staff

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

Susan M. Ford

[redacted]

Employment History

2016 - Present **My Friend's Place Dover, NH**

Emergency Shelter, Transitional Housing **Executive Director**

- Overall Supervision of 7 staff, performing various tasks from front office work, case management to specialized projects
- Responsible for the day to day operations of the shelter and transitional housing programs
- Responsible for maintaining three properties to ensure buildings are safe and properly maintained
- Responsible for writing, reporting and billing multiple grants, including State, Federal, United Way and CDBG funding streams
- Assisting treasurer and finance committee members to create a functional budget yearly.

2011 - 2016 **Homeless Center for Strafford County Rochester, NH**

Emergency Shelter, Transitional Housing **Executive Director**

- Overall Supervision of 5 staff and over 50 volunteers, performing various tasks from front office work, case management to specialized projects
- Responsible for the day to day operations of the shelter and transitional housing programs
- Responsible for maintaining three properties to ensure buildings are safe and properly maintained
- Responsible for writing, reporting and billing multiple grants, including United Way and CDBG funding streams
- Assisting treasurer and finance committee members to create a functional budget yearly. Successful management of budget increasing revenue for 5 years.
- Successful in obtaining several grants to make upgrades and repairs to buildings and grounds

---

2010 - Present **Strafford County Community Action Dover, NH**

Homeless Intervention Program **Homeless Intervention Specialist**

- Outreach within Strafford County, Salvation Army, Soup Kitchens, Libraries, convenience stores etc., finding and assisting homeless individuals obtain shelter
- Assist in writing of grant for State and Federal funding for multiple grants

---

2004 - 2010 **Strafford County Community Action Dover, NH**

Head Start Program **Systems Coordinator**

- Coordinate an ensure enrollment of 309, create and implement student roster covering 6 centers as well as a home based and Early Head Start program. Input requests for enrollment, assign out to staff for application completion
- Certify all applications for eligibility following strict federal guidelines, successfully pass both federal review and annual audits
- Responsible for tracking weekly attendance and preparing monthly reports to all managers and director
- Successfully integrating new data base (PROMIS) to better track students and federally mandated services rendered. Run reports and ensure staff are entering data completely and correctly
- Train staff on use of data base, laptops, internet, email, general computer software including word and excel programs
- Maintain the computer network including the server (Windows Server 2003), 15 computers as well as trouble shoot computer issues at the centers (over 30 computers). Coordinate outsourcing for more extensive computer issues.
- Coordinate the purchase of any technical supplies including computers, network equipment, printers etc.

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

Susan M. Ford

[redacted]

2000 - 2004 **Strafford County Community Action** **Dover, NH**

Workforce Development Program **Employment Counselor**

- Assist in developing policy and procedure and overall design development as well as planned implementation, including development of forms, intake and tracking procedures on a new federally funded program
- Responsible for keeping grant within its federal mandates, as well as reporting weekly and quarterly to the State Coordinator
- Case Management, including but not limited to: meeting with clients, determining eligibility for a variety of programs, determining needs of client and implementing service plan

1999 - 2003 (Grant Ended) **Strafford County Community Action** **Dover, NH**

Welfare to Work Program **Employment Counselor**

- Assist in developing policy and procedure and overall design development as well as planned implementation, including development of forms, intake and tracking procedures on a new federally funded program
- Responsible for keeping grant within its federal mandates, as well as reporting weekly and quarterly to the State Coordinator
- Keeping an active case load for case management of TANF recipients as well as Non-Custodial parents, keeping weekly to monthly meetings with clients, assisting them in eliminating barriers to employment, assisting them in obtaining and retaining employment
- Actively participate in multi-agency meetings geared to serve as a wrap around for client services to ensure appropriate service delivery and eliminate duplication of services

Volunteer Experience

- Treasurer/Community Organizer. Developed the M/WPR Council. Established linkages with community social service agencies. Provided referral and assistance to public housing residents. Maintained checking account and disbursement journal. Prepared weekly treasurers reports. Organized social service events for children and families
- Bingo sales of tickets and end of the night banking and close out, including completion of deposit slips for My Friends Place (Homeless shelter). 5 years

Organizations /Affiliations

- Board of Directors, My Friend's Place Homeless Shelter, Dover, NH 2000-2003, 2009- 2016
- Rochester Rotary Member, Board member, Assistant Secretary, Chair of the First Grade Fingerprint Program as well as the Raffle Bash lottery night
- Balance of State COC, Executive Committee
- HMIS Advisory Committee Member

Education

- **Bachelors in Science; Dual Major in Human Services and Business Management**
  Granite State College, University System of NH 2006
- Notary Public 2003 - P
- Global Career Development Facilitator Certification
- Certified Professional Resume Writer

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

Kelly Galemba

[redacted]

Experience working in hospitality and retail industries.Provide friendly and prompt service in busy working environments.A great deal of experience with answering phone, taking reservations, using various computer programs and office
equipment.Strong multitasking, communication and interpersonal skills.

Authorized to work in the US for any employer

Work Experience

Case Manager
My Friend's Place - Dover, NH
June 2022 to Present

Work with the clients of the homeless shelter one on one. Help them get resources and get them stable to get back into society.

- Apply for food stamps
- Apply for SSDI/SSI
- Apply for any other assistance
- Look for housing

After School Teacher
Seacoast Community School - Portsmouth, NH
September 2020 to Present

After school program at Greenland community school- elementary-aged kids

Resident Manager
My Friend's Place - Dover, NH
May 2021 to May 2022

Work in front office
- Answer phone calls
- Interact with residents
- Paperwork

Internship
My Friend's Place - Dover, NH
February 2021 to May 2021

Internship working in the homeless shelter. Interacting with the clients, working in the office answering phones and paperwork, and working with case manager with clients.

After School Teacher
HoneyTree Early Learning Centers - Dover, NH

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

February 2020 to March 2020

- Watching kids from ages 5-10
- In charge of snack
- Outdoor/ Indoor play
- Childcare certifications

Housekeeper
Three Chimneys Inn - Durham, NH
December 2019 to March 2020

Cleaning rooms

Seasonal Position During the Summer Months
Timberland Campground - Shelburne, NH
July 2018 to March 2020

- Check campers into their site.Welcome each new arrival pleasantly and efficiently.
- Maintain financial accuracy of cash drawer by collecting deposits, fees and payments, processing changes and issuing receipts.
- Answer phone calls, answering guests questions and create reservations for future guests
- Stock the shelves in the store, maintain adequate inventory.
- Organize and led occasional activities in the campground for guests of all ages.

Nursery/ Daycare Worker
Wildcat Mountain - Gorham, NH
December 2016 to January 2020

Part time job during high school years; continue to work seasonally during winter break.
- Worked with kids from 10 months to 6 years old
- Provide lessons for young kids on how to ski.
- Followed strict sanitization procedures to ensure a clean, healthy space for children while preventing the spread of germs.

Cashier
Save-A-Lot - Gorham, NH
June 2016 to May 2018

- Processed POS transactions, including checks, cash and credit purchases or refunds.
- Counted cash in register drawer to balance register at beginning of shift.
- Restocked, arranged and organized merchandise in front lanes to drive product sales.
- Checked identification for proof-of-age and refusing alcohol sales to underage customers.

Education

Bachelor of Arts in Psychology
University of New Hampshire - Durham, NH
2020

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

Skills

- Credit card processing
- Cash register operations
- Money handling
- File management
- Time management
- Employee training
- Customer and client relations
- Customer-service oriented
- Organization skills
- Sorting and labeling
- Telephone skills
- Word processing
- Stocking and replenishing
- Cleaning Experience
- Communication Skills
- Customer Service
- Hospitality
- Microsoft Excel
- Microsoft Word
- Retail Sales
- Childcare
- POS
- Experience with Children
- Typing
- Office Administration

Certifications and Licenses

CPR Certification

First Aid Certification

Assessments

Early childhood development — Highly Proficient
August 2020

Knowledge of the development of children ages 0-3 and of ways to foster that development
Full results: Highly Proficient

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Susan M. Ford	Executive Director	TBD
Kelly Galemba	Case Manager	TBD

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

15 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 6, 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 amend existing contracts with the vendors listed below in bold, for the continued provision of the State Grant in Aid (SGIA) Homeless Assistance program, by exercising contract renewal options by increasing the total price limitation by $5,665,716 from $6,882,604 to $12,548,320 and by extending the completion dates from June 30, 2021 to June 30, 2023 effective upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Bridge House Shelters	**165288 - B001**	**Plymouth NH**	**$142,620**	**$122,348**	**$264,968**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**
Community Action Partnership of Strafford County	177200 - B004	Dover NH	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	$0	$0	$0	O: 06/19/19 (Item #40)
Concord Coalition to End Homelessness	**267140 - B001**	**Bow NH**	**$68,709**	**$117,236**	**$185,945**	**O: 06/19/19 (Item #40) A1: July 15, 2020 Item #20**
Cross Roads House	**166570 - B001**	**Portsmouth NH**	**766,784**	**$623,974**	**1,390,758**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

Families In Transition, NH	157730 - B001	Manchester NH	$1,658,284	$1,284,654	$2,942,938	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Friends Program	154987 - B001	Concord NH	$174,710	$0.00	$174,710	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Helping Hands Outreach Center	174226 - R001	Manchester NH	$209,516	$195,756	$405,272	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Hundred Nights, Inc.	TBD	Keene NH	$220,854	$214,110	$434,964	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Lakes Region Community Developers	156571 - B001	Laconia NH	$88,761	$116,230	$204,991	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Marguerites Place	157466 - B001	Nashua NH	$186,836	$140,700	$327,536	O: 06/19/19 (Item #40) Item #40 A1: 07/15/20 (Item #20)
My Friend's Place	156274 - B001	Dover NH	$177,231	$128,466	$305,697	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Nashua Soup Kitchen & Shelter, Inc.	174173 - R001	Nashua NH	$294,806	$193,522	$488,328	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
New Generation	177295 - B001	Greenland NH	$162,400	$134,682	$296,982	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	$791,802	$887,024	$1,678,826	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

Salvation Army Carey House, Laconia	**177627 - B001**	**Laconia NH**	**$200,062**	**$244,696**	**$444,758**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Salvation Army McKenna House, Concord, Eastern Territory	**177627 - B003**	**Concord NH**	**$312,915**	**$256,930**	**$569,845**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Seacoast Family Promise	**TBD**	**Exeter NH**	**$94,661**	**$85,644**	**$180,305**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Southern NH Services	177198 - B006	Manchester NH	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Southwestern Community Services	**177511 - R001**	**Keene NH**	**$527,563**	**$464,922**	**$992,485**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Front Door Agency	**156244 - B001**	**Nashua NH**	**$287,991**	**$269,166**	**$557,157**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Way Home, Inc.	**166673 - B001**	**Manchester NH**	**$140,656**	**$116,230**	**$256,886**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Tri-County CAP, Inc.	**177195 - B009**	**Berlin NH**	**$126,299**	**$79,526**	**$205,825**	**O: 07/10/19 Item #16 A1: 07/15/20 (Item #20)**
Waypoint	177166 - B002	Manchester NH	$252,556	$0.00	$252,556	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A1: 07/15/20 (Item #20)
		Total:	$6,882,604	$5,665,716	$12,548,320	

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

Funds are anticipated to be available in State Fiscal Years 2022 and 2023 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue State Grant in Aid (SGIA) Homeless Assistance program .to ensure individuals and families experiencing housing instability receive the essential services and supports that include case management and emergency shelter services or case management services only.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will continue providing emergency shelter to individuals and families who are homeless. The Contractors will also continue providing case management services to individuals and families who are currently in shelters as well as individuals and families who are unsheltered in order to link them with housing services; other essential services; and provide ongoing case management. The case management services are personalized and based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services; assistance with applications for housing; assistance with applications for public assistance; referrals for healthcare, including mental health or substance use treatment; linkages to education, and employment supports.

The Contractors are monitored for performance through reports available from the Homeless Management Information System, which include information regarding:

- Length of time individuals remain homeless.
- The extent to which individuals who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

As referenced in Exhibits C-1 of the original contracts, 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 Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM
100% General Funds

Bridge House Shelters — Vendor # 1652; Vendor # 1652; Vendor # 165288 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$83,490	$0	$83,490	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$59,130	$0	$59,130	
2022	102/500732	Contracts for Program Services	TBD	$61,174	$0	$61,174	
2023	102/500733	Contracts for Program Services	TBD	$61,174	$0	$61,174	
		Sub Total		$264,968	$0	$264,968	

Community Action Partnership of Strafford County — Vendor # 177200 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$6,588	$0	$6,588	

Community Action Program, Belknap and Merrimack — Vendor # 177203 - B003

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Concord Coalition to End Homelessness — Vendor # 287140 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$10,091	$0	$10,091	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2022	102/500732	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2023	102/500733	Contracts for Program Services	TBD	$58,618	$0	$58,618	
		Sub Total		$185,945	$0	$185,945	

Cross Roads House — Vendor # 166570 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$465,221	$0	$465,221	O: 06/19/19 (Item #40) A1: 07/15/20,
2021	102/500731	Contracts for Program Services	TBD	$301,563	$0	$301,563	
2022	102/500732	Contracts for Program Services	TBD	$311,987	$0	$311,987	

2023	102/500733	Contracts for Program Services	TBD	$311,987	$0	$311,987	(Item #20) A2: 05/19/21 (Tabled Item #15)
		Sub Total		$1,390,758	$0	$1,390,758	

FITNHNH, Inc. Vendor # 157730 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$1,037,418	$0	$1,037,418	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$620,866	$0	$620,866	
2022	102/500732	Contracts for Program Services	TBD	$642,327	$0	$642,327	
2023	102/500733	Contracts for Program Services	TBD	$642,327	$0	$642,327	
		Sub Total		$2,942,938	$0	$2,942,938	

Friends Program Vendor # 154987 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$88,971	$0	$88,971	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$88,702	$88,702	
2023	102/500733	Contracts for Program Services	TBD	$0	$88,702	$88,702	
		Sub Total		$174,710	$177,404	$352,114	

Helping Hands Outreach Center

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$114,908	$0	$114,908	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$94,608	$0	$94,608	
2022	102/500732	Contracts for Program Services	TBD	$97,878	$0	$97,878	
2023	102/500733	Contracts for Program Services	TBD	$97,878	$0	$97,878	
		Sub Total		$405,272	$0	$405,272	

Hundred Nights, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$117,376	$0	$117,376	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$103,478	$0	$103,478	
2022	102/500732	Contracts for Program Services	TBD	$107,055	$0	$107,055	
2023	102/500733	Contracts for Program Services	TBD	$107,055	$0	$107,055	
		Sub Total		$434,964	$0	$434,964	

Lakes Region Community Developers

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$32,587	$0	$32,587	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	

		Sub Total		$204,991	$0	$204,991	A2: 05/19/21 (Tabled Item #15)

Marquerites Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$118,536	$0	$118,536	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$68,300	$0	$68,300	
2022	102/500732	Contracts for Program Services	TBD	$70,350	$0	$70,350	
2023	102/500733	Contracts for Program Services	TBD	$70,350	$0	$70,350	
		Sub Total		$327,536	$0	$327,536	

My Friend's Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$115,144	$0	$115,144	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$62,087	$0	$62,087	
2022	102/500732	Contracts for Program Services	TBD	$64,233	$0	$64,233	
2023	102/500733	Contracts for Program Services	TBD	$64,233	$0	$64,233	
		Sub Total		$305,697	$0	$305,697	

Nashua Soup Kitchen & Shelter, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$196,111	$0	$196,111	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$88,695	$0	$88,695	
2022	102/500732	Contracts for Program Services	TBD	$91,761	$0	$91,761	
2023	102/500733	Contracts for Program Services	TBD	$91,761	$0	$91,761	
		Sub Total		$468,328	$0	$488,328	

New Generation

Vendor # 177295 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$97,357	$0	$97,357	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$65,043	$0	$65,043	
2022	102/500732	Contracts for Program Services	TBD	$67,291	$0	$67,291	
2023	102/500733	Contracts for Program Services	TBD	$67,291	$0	$67,291	
		Sub Total		$296,982	$0	$296,982	

NH Coalition Against Domestic and Sexual Violence

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$363,109	$0	$363,109	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$428,693	$0	$428,693	
2022	102/500732	Contracts for Program Services	TBD	$443,512	$0	$443,512	
2023	102/500733	Contracts for Program Services	TBD	$443,512	$0	$443,512	
		Sub Total		$1,678,826	$0	$1,678,826	

Salvation Army Carey House, Laconia

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$81,802	$0	$81,802	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$118,260	$0	$118,260	
2022	102/500732	Contracts for Program Services	TBD	$122,348	$0	$122,348	
2023	102/500733	Contracts for Program Services	TBD	$122,348	$0	$122,348	
		Sub Total		$444,758	$0	$444,758	

Salvation Army McKenna House, Concord, Eastern Territory

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$188,742	$0	$188,742	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$124,173	$0	$124,173	
2022	102/500732	Contracts for Program Services	TBD	$128,465	$0	$128,465	
2023	102/500733	Contracts for Program Services	TBD	$128,465	$0	$128,465	
		Sub Total		$569,845	$0	$569,845	

Seacoast Family Promise

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$53,270	$0	$53,270	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21
2021	102/500731	Contracts for Program Services	TBD	$41,391	$0	$41,391	
2022	102/500732	Contracts for Program Services	TBD	$42,822	$0	$42,822	
2023	102/500733	Contracts for Program Services	TBD	$42,822	$0	$42,822	
		Sub Total		$180,305	$0	$180,305	

Southern NH Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Southwestern Community Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$302,869	$0	$302,869	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$224,694	$0	$224,694	
2022	102/500732	Contracts for Program Services	TBD	$232,461	$0	$232,461	
2023	102/500733	Contracts for Program Services	TBD	$232,461	$0	$232,461	
		Sub Total		$992,485	$0	$992,485	

The Front Door Agency

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$157,905	$0	$157,905	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$130,086	$0	$130,086	
2022	102/500732	Contracts for Program Services	TBD	$134,583	$0	$134,583	
2023	102/500733	Contracts for Program Services	TBD	$134,583	$0	$134,583	
		Sub Total		$557,157	$0	$557,157	

The Way Home, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$84,482	$0	$84,482	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	
		Sub Total		$256,886	$0	$256,886	

Tri-County CAP, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$87,864	$0	$87,864	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$38,435	$0	$38,435	
2022	102/500732	Contracts for Program Services	TBD	$39,763	$0	$39,763	
2023	102/500733	Contracts for Program Services	TBD	$39,763	$0	$39,763	
		Sub Total		$205,825	$0	$205,825	

Waypoint

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$166,817	$0	$166,817	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A2: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$252,556	$0	$252,556	

Overall Total	$12,548,320	$177,404	$12,725,724	

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and My Friends Place ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended and extended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and 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 1.7, Completion Date, to read:

   June 30, 2023

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $305,697

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, to read:

   2. Scope of Services

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide that include but are not limited to:

   2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

   2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment on a short-term emergency or transitional basis, as described in RSA 126-A:26.

   2.1.3. Operating a facility in accordance with Exhibit C, Section 15, Operation of Facilities: Compliance with Laws and Regulations that includes, but is not limited to:

   2.1.3.1. Building maintenance and repair.

   2.1.3.2. Security systems.

   2.1.3.3. Heating and possible cooling equipment.

   2.1.3.4. Property and business insurance.

   2.1.3.5. Utilities and furnishings.

   2.1.3.6. Amenities, including bathrooms.

   2.2. The Contractor shall assist individuals and families who are homeless with accessing and applying for services that lead to permanent housing by providing Case

Management Services that include, but are not limited to:

2.2.1. Assessing individual and family needs for well-being and obtaining housing.

2.2.2. Developing individualized plans with the types of services and assistance programs to meet individual and family and needs.

2.2.3. Assisting individuals and families with accessing emergency shelter.

2.2.4. Assisting individuals and families with applying for and accessing permanent housing.

2.2.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.2.6. Assisting individuals and families with accessing community providers and supports, that may include, but are not limited to, mental health services, substance use treatment, medical care, employment services, veterans benefits, financial and food assistance, and education supports.

2.3. The Contractor shall comply with program requirements that include, but are not limited to:

2.3.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include:

2.3.1.1. Housing First Approach;

2.3.1.2. Safe and appropriate diversion;

2.3.1.3. Immediate and low-barrier access;

2.3.1.4. Housing-focused, rapid exit services; and

2.3.1.5. Data to measure performance.

2.3.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted op January 23, 2018, that is herein incorporated by reference and as amended.

2.3.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions, which may include but are not limited to mental health services; medication stability; sexual orientation; vulnerability to illness; vulnerability to victimization; vulnerability to physical assault; racial equality; marital status; or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.3.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restricted by law. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.3.5. Agreeing to on-site monitoring, on an annual basis, to review compliance,

progress, and performance, which includes, but is not limited to:

2.3.5.1. Reviewing policies and procedures for services provided.

2.3.5.2. Reviewing financial analyses.

2.3.5.3. Reviewing for compliance with safety and hazard requirements.

2.3.5.4. Reviewing Data and HMIS entry standards.

2.3.6. Complying with New Hampshire Administrative Rules He-M 314, Rights of Persons Using Emergency Shelters and ensuring individuals understand their rights. http://www.gencourt.state.nh.us/rules/state_agencies/he-m300.html

2.4. The Contractor shall complete a SGIA Program Project Program Monitoring Workbook per Department request.

2.5. The Contractor shall participate in training on contractual compliance and technical assistance, as required by the Department.

4. Exhibit A, Scope of Services, Section 3, Reporting, Subsection 3.3, to read:

3.3. The Contractor shall provide a copy of lawsuit filing, per Department request.

5. Exhibit A, Scope of Services, Section 3, Reporting, Subsection 3.3 to read:

3.4. The Contractor shall provide lawsuit status reports to the Department on an annual basis, within fifteen (15) days of year-end.

6. Modify Exhibit B, Method and Conditions Precedent to Payment Section 3 by adding Subsection 3.6 to read:

3.6. The Contractor shall provide backup documentation for all reimbursement requests

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/18/2021
Date

DocuSigned by:
Christine Santaniello
Name: Christine Santaniello
Title: Director

My Friends Place

3/18/2021
Date

DocuSigned by:
Susan Ford
Name: Susan Ford
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/18/2021

Date

DocuSigned by:

Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

20 mac

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 29, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend existing **Retroactive** agreements with the vendors listed below to provide the State Grant in Aid (SGIA) Homeless Assistance program, by modifying the agreements to have individual price limitations instead of a shared price limitation for vendors listed in the table below and terminating two agreements with vendors as indicated in the table below, and decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604, with no change to the contract completion dates of June 30, 2021, effective retroactive to July 1, 2020 upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Revised Amount	G&C Approval
Bridge House Shelters	165288 - B001	Plymouth NH	Shared	$142,620	June 19,2019 Item #40
Community Action Partnership of Strafford County	177200 - B004	Dover NH	Shared	$6,588	June 19,2019 Item #40
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	Shared	$0	O:
Concord Coalition to End Homelessness	267140 - B001	Bow NH	Shared	$68,709	June 19,2019 Item #40
Cross Roads House	166570 - B001	Portsmouth NH	Shared	$766,784	June 19,2019 Item #40
Families in Transition, NH	157730 - B001	Manchester NH	Shared	$1,658,284	June 19,2019 Item #40
Friends Program	154987 - B001	Concord NH	Shared	$174,710	June 19,2019 Item #40
Helping Hands Outreach Center	174226 - R001	Manchester NH	Shared	$209,516	June 19,2019 Item #40
Hundred Nights, Inc	TBD	Keene NH	Shared	$220,854	June 19,2019 Item #40

Lakes Region Community Developers	156571 - B001	Laconia NH	Shared	$88,761	June 19,2019 Item #40
Marquerites Place	157465 - B001	Nashua NH	Shared	$186,836	June 19,2019 Item #40
My Friend's Place	156274 - B001	Dover NH	Shared	$177,231	June 19,2019 Item #40
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	Nashua NH	Shared	$284,806	June 19,2019 Item #40
New Generation	177295 - B001	Greenland NH	Shared	$162,400	June 19,2019 Item #40
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	Shared	$791,802	June 19,2019 Item #40
Salvation Army Carey House, Laconia	177627 - B001	Laconia NH	Shared	$200,062	June 19,2019 Item #40
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	Concord NH	Shared	$312,915	June 19,2019 Item #40
Seacoast Family Promise	TBD	Exeter NH	Shared	$94,661	June 19,2019 Item #40
Southern NH Services	177198 - B006	Manchester NH	Shared	$0	June 19,2019 Item #40
Southwestern Community Services	177511 - R001	Keene NH 03431	Shared	$527,563	June 19,2019 Item #40
The Front Door Agency	156244 - B001	Nashua NH 03064	Shared	$287,991	June 19,2019 Item #40
The Way Home, Inc	166673 - B001	Manchester NH	Shared	$140,656	June 19,2019 Item #40
Tri-County CAP, Inc	177195 - B009	Berlin NH	Shared	$126,299	July 10, 2019 Item #16
Waypoint	177166 - B002	Manchester NH	Shared	$252,556	June 19,2019 Item #40 A01: August 28, 2019 Item #20B
		Total	**$7,300,000 (Shared)**	**$6,882,604**	

Funds are available in the following accounts for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because Department's business operations were disrupted by COVID-19 which led to delays in the contract amendment review and approval process.

The purpose of this request is to modify the agreements to have individual price limitations instead of a shared price limitation and to terminate agreements with two (2) Contractors, decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604. The individual price limitations will allow each vendor to more accurately budget and allocate funding to meet the specific needs of the clients within the community.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract. The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Department will monitor the contracted services by requiring the Contractors to submit reports in the HMIS system that include the following:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS
SFY 2016 FINANCIAL DETAIL

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM
100% General Funds

Bridge House Shelters — Vendor # 1652

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2020	102/500731	Contracts for Program Services		$83,490
2021	102/500731	Contracts for Program Services		$59,130
		Sub Total		$142,620

Community Action Partnership of Strafford County — Vendor # 1772

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$6,588
2021	102/500731	Contracts for Program Services		$0
		Sub Total		$6,588

Community Action Program, Belknap and Merrimack — Vendor # 1772

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$0
2021	102/500731	Contracts for Program Services		$0
		Sub Total		$0

Concord Coalition to End Homelessness — Vendor # 2671

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$10,091
2021	102/500731	Contracts for Program Services		$58,618
		Sub Total		$68,709

Cross Roads House — Vendor # 1665

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$465,221
2021	102/500731	Contracts for Program Services		$301,563
		Sub Total		$766,784

FITNHNH, Inc. — Vendor # 1577

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$1,037,418
2021	102/500731	Contracts for Program Services		$620,866
		Sub Total		$1,658,284

DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS
SFY 2016 FINANCIAL DETAIL

Friends Program — Vendor # 1549

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$88,971
2021	102/500731	Contracts for Program Services		$85,739
		Sub Total		$174,710

Helping Hands Outreach Center — Vendor # 1742

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$114,908
2021	102/500731	Contracts for Program Services		$94,608
		Sub Total		$209,516

Hundred Nights, Inc — Vendor #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$117,376
2021	102/500731	Contracts for Program Services		$103,478
		Sub Total		$220,854

Lakes Region Community Developers — Vendor # 1565

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$32,587
2021	102/500731	Contracts for Program Services		$56,174
		Sub Total		$88,761

Marquerites Place — Vendor # 1574

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$118,536
2021	102/500731	Contracts for Program Services		$68,300
		Sub Total		$186,836

My Friend's Place — Vendor # 1562

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$115,144
2021	102/500731	Contracts for Program Services		$62,087
		Sub Total		$177,231

Nashua Soup Kitchen & Shelter, Inc — Vendor # 1741

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget

DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS
SFY 2016 FINANCIAL DETAIL

2020	102/500731	Contracts for Program Services		$196,111
2021	102/500731	Contracts for Program Services		$88,695
		Sub Total		$284,806

New Generation — Vendor # 1772

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$97,357
2021	102/500731	Contracts for Program Services		$65,043
		Sub Total		$162,400

NH Coalition Against Domestic and Sexual Violence — Vendor # 1555

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$363,109
2021	102/500731	Contracts for Program Services		$428,693
		Sub Total		$791,802

Salvation Army Carey House, Laconia — Vendor # 1776

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$81,802
2021	102/500731	Contracts for Program Services		$118,260
		Sub Total		$200,062

Salvation Army McKenna House, Concord, Eastern Territory — Vendor # 1776

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$188,742
2021	102/500731	Contracts for Program Services		$124,173
		Sub Total		$312,915

Seacoast Family Promise — Vendor #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$53,270
2021	102/500731	Contracts for Program Services		$41,391
		Sub Total		$94,661

Southern NH Services — Vendor # 1771

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$0
2021	102/500731	Contracts for Program Services		$0

DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS
SFY 2016 FINANCIAL DETAIL

		Sub Total		$0

Southwestern Community Services — Vendor # 1775

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$302,869
2021	102/500731	Contracts for Program Services		$224,694
		Sub Total		$527,563

The Front Door Agency — Vendor # 1562

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$157,905
2021	102/500731	Contracts for Program Services		$130,086
		Sub Total		$287,991

The Way Home, Inc — Vendor # 1666

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$84,482
2021	102/500731	Contracts for Program Services		$56,174
		Sub Total		$140,656

Tri-County CAP, Inc — Vendor # 1771

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$87,864
2021	102/500731	Contracts for Program Services		$38,435
		Sub Total		$126,299

Waypoint — Vendor # 1771

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$166,817
2021	102/500731	Contracts for Program Services		$85,739
		Sub Total		$252,556

Overall Total	$6,882,604

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the State Grant In Aid Homeless Assistance Program

This 1st Amendment to the State Grant In Aid Homeless Assistance Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and My Friends Place, (hereinafter referred to as ("the Contractor"), a nonprofit, with a place of business at 368 Washington Street, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #40), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, 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, modify the price limitation and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $177,231.

2. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1. to read:

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide, including but not limited to:

3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1.4. to read:

   2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

4. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 1, in its entirety.

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.1, in its entirety.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.2, to read:

   2.2. The Department will reimburse the Contractor based on the total emergency shelter beds in a program as reported to the Department of Housing and Urban Development. The rate includes all services provided in this Contract on behalf of the individual per day.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, Subsection 3.1, to read:

   3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the fiftieth (15th) day of each month, for the previous month, and accompanied by an

invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/16/2020
Date

Name: Christine Santamaria
Title: Director DEHS

My Friends Place

6/16/2020
Date

Name:
Title: President

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

06/25/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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:

JUN07'19 PM 1:49 DAS

40 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 7, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into agreements with the vendors listed below in an amount not to exceed $7,000,000, to provide the State Grant in Aid (SGIA) Homeless Assistance program, effective July 1, 2019, through June 30, 2021, upon Governor and the Executive Council approval. 100% General Funds.

Vendor Name	Vendor Number	Location
Bridge House Shelters	165288 - B001	260 Highland Street Plymouth NH 03264
Community Action Partnership of Strafford County	177200 - B004	577 Central Ave Ste 10 Dover NH 03820
Community Action Program, Belknap and Merrimack	177203 - B003	2 Industrial Park Drive Concord NH 03302
Concord Coalition to End Homelessness	267140 - B001	22 Stack Drive Bow NH 03304
Cross Roads House	166570 - B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition, NH	157730 - B001	122 Market Street Manchester NH 03101
Friends Program	154987 - B001	202 N State Street Concord NH 03301
Helping Hands Outreach Center	174226 - R001	50 Lowell Street Manchester NH 03101
Hundred Nights, Inc	TBD	17 Lamson Street Keene NH 03431
Lakes Region Community Developers	156571 - B001	658 Union Ave Laconia NH 03246
Marquerites Place	157465 - B001	87 Palm Street Nashua NH 03060
My Friend's Place	156274 - B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	2 Quincy Street Nashua NH 03061
New Generation	177295 - B001	9 Tide Mill Road Greenland NH 03840
NH Coalition Against Domestic and Sexual Violence	155510 - B001	One Hundred North Main Street Concord NH 03301

Salvation Army Carey House, Laconia	177627 - B001	177 Union Ave Laconia NH 03246
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	58 Clinton Street Concord NH 03301
Seacoast Family Promise	TBD	27 Hampton Road Exeter NH 03833
Southern NH Services	177198 - B006	40 Pine Street Manchester NH 03108
Southwestern Community Services	177511 - R001	63 Community Way Keene NH 03431
The Front Door Agency	156244 - B001	7 Concord Street, Nashua NH 03064
The Way Home, Inc	166673 - B001	214 Spruce Street Manchester NH 03103
Waypoint	177166 - B002	464 Chestnut Street Manchester NH 03105
		Total: $7,000,000

Funds are available in the following account(s), and are anticipated to be available in State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office. During each State Fiscal Year of the contract, there is a shared price limitation among the vendors of $3,500,000. Consequently, there is no guaranteed minimum or maximum amount of client or service volume.

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	TBD	$3,500,000
2021	102-500731	Contracts for Prog Svc	TBD	$3,500,000
			Total	**$7,000,000**

EXPLANATION

The purpose of this request is to administer the State Grant in Aid (SGIA) Homeless Assistance program. The Contractors listed above shall be required to either: provide emergency shelter services and case management services or case management services only. The Department will reimburse the Contractor at a rate of $11.00 for services provided to each individual per day.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Contractors shall be monitored for performance through reports available from the HMIS system as follows:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

The vendors listed above were selected for this project through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' web site from March 28, 2019 through April 25, 2019. The Department received twenty six (26) eligible applications, with one vendor withdrawing after submission. The applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the applications. The Bid Summary is attached.

As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

State Grant-In-Aid Homeless Assistance Program
RFA Name

RFA-2020-DEHS-01-STATE
RFA Number

Reviewer Names

1.
2.
3.
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Bridge House Shelter		100	90
2. New Generation, Inc.		100	100
3. Marguerite's Place		100	100
4. Southwestern Community Services		100	100
5. Cross Roads House		100	100
6. Community Action Program		100	95
7. Waypoint		100	100
8. Seacoast Family Promise		100	95
9. Nashua Soup Kitchen & Shelter, Inc.		100	100
10. NH Coalition Against Domestic & Sexual Violence		100	100
11. The Salvation Army-Carey House		100	100
12. The Salvation Army-McKenna House		100	100

13	New Hampshire Legal Assistance		100	100
14	Helping Hands Outreach Center		100	100
15	Southern New Hampshire Services		100	100
16	Headrest, Inc.		100	0
17	Tri-County Community Action Program, Inc.		100	100
18	Lakes Region Community Developers		100	100
19	My Friend's Place, Emergency Shelter Program		100	100
20	Families in Transition/New Hampshire		100	100
21	Community Action Partnership of Strafford County		100	100
22	Friends Program		100	100
23	Concord Coalition To End Homelessness		100	70
24	The Front Door Agency-Transformational Housing Program		100	100
25	Hundred Nights		100	100
26	The Way Home, Inc.		100	100
28.	0		100	0
29.	0		100	0
30.	0		100	0
31.	0		100	0

FORM NUMBER P-37 (version 5/8/15)

Subject: State Grant in Aid Homeless Assistance Program (RFA-2020-DEHS-01-STATE-11)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name My Friends Place		1.4 Contractor Address 368 Washington Street Dover NH 03820	
1.5 Contractor Phone Number 603-749-4529	1.6 Account Number 05-95-42-423010-7927-102-500731	1.7 Completion Date 6/30/21	1.8 Price Limitation 7,000,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory President	

1.13 Acknowledgement: State of NH, County of Strafford

On May 30, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

MEAGHAN SHERRILL
MY COMMISSION EXPIRES MAY 28, 2019
NOTARY PUBLIC
NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

Meaghan A. Sherrill, Notary

1.14 State Agency Signature Date: 5/31/19	1.15 Name and Title of State Agency Signatory Christine Santoniello, Director DCYF
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 6/4/2019
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials Rob
Date 5/30/19

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials RKB
Date 5/22/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials RGH
Date 5/20/19

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.

2. Scope of Services

2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless or at risk of becoming homeless statewide. Including but not limited to:

2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in RSA 126-A:26.

2.1.3. Operating a facility in accordance with Exhibit C-1 Operation of Facilities: Compliance with Laws and Regulations that includes at a minimum:

2.1.3.1. Building maintenance and repair.

2.1.3.2. Security systems.

2.1.3.3. Heating and possible cooling equipment.

2.1.3.4. Property and business insurance.

2.1.3.5. Utilities and furnishings.

2.1.3.6. Amenities such as bathrooms.

2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless or at-risk of becoming homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

2.1.4.1. Assessing individuals and families' needs for well-being and obtaining housing, and developing an individualized plan to meet those needs.

2.1.4.2. Developing an individualized plan with the types of services and assistance programs to meet their needs.

2.1.4.3. Assisting individuals and families with accessing emergency shelter.

2.1.4.4. Assisting individuals and families with applying for and accessing permanent housing.

2.1.4.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.1.4.6. Assisting individuals and families with accessing community providers and supports, for, including but not limited to, mental health services, substance use treatment, medical care, employment, veterans benefit, financial and food assistance, and education supports.

2.1.5. The Contractor shall comply with the program requirements, which include but are not limited to:

2.1.5.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include but are not limited to:

2.1.5.1.1. Housing First Approach

2.1.5.1.2. Safe and appropriate diversion

2.1.5.1.3. Immediate and low-barrier access

2.1.5.1.4. Housing-focused, rapid exit services

2.1.5.1.5. Data to measure performance

2.1.5.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted on January 23, 2018, that is herein incorporated by reference and as amended.

2.1.5.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions such as but not limited to mental health services, medication stability, sexual orientation, vulnerability to illness, vulnerability to victimization, vulnerability to physical assault, racial equality, marital status or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.1.5.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restrictive by law such as for domestic violence. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.1.5.5. Agreeing to on-site monitoring, on an annual basis, to review compliance, progress, and performance, which includes, but is not limited to:

2.1.5.5.1. Reviewing policies and procedures for services provided.

2.1.5.5.2. Reviewing financial analyses.

2.1.5.5.3. Reviewing for compliance with safety and hazard requirements.

2.1.5.5.4. Reviewing Data and HMIS entry standards.

2.1.5.6. Complying with New Hampshire Administrative Rules He-M 314 Rights of Persons Using Emergency Shelters. http://www.gencourt.state.nh.us/rules/state_agencies/he-m300.html and ensuring that individuals understand their rights

3. Reporting

3.1. The Contractor shall submit monthly reports to the Department, with the corresponding monthly invoice for payment that includes the aggregate number of individuals served, in accordance with Section 2.1.5.4 above, no later than the 10th day of the following month.

3.2. The Contractor shall submit an annual report to the Department, with the aggregate number of individuals served in accordance with Section 2.1.2.4, beginning September 30, 2020 and each year thereafter.

4. Performance Measures

4.1. The Contractor's performance shall be measured to ensure that the data is entered into HMIS in accordance with Section 2.1.5.4, above, and clients are receiving the assistance needed to meet their goals.

4.2. The Contractor shall be monitored for performance through reports available from the HMIS system that include but are not limited to:

4.2.1. Length of time persons remain homeless

4.2.2. The extent to which persons who exit homelessness to permanent housing destinations return to homelessness

4.2.3. Successful exit to permanent housing destinations



New Hampshire Department of Health and Human Services
State Grant in Aid to Homeless Program

Exhibit B

Method and Conditions Precedent to Payment

1. Price Limitation: This agreement is one of multiple agreements that will serve the State Grant in Aid to Homeless program. ***No maximum or minimum client and service volume is guaranteed.*** Accordingly, the price limitation among all agreements is identified in Block 1.8 of the P-37 for the duration of the agreement.
2. The funding source for this agreement for State Grant in Aid (SGIA) Homeless Assistance program are 100% General Funds
   2.1. Funds for SGIA Homeless Assistance program across all vendors, statewide, are anticipated to be $7,000,000 and available in the following amounts:
      2.1.1. $3,500,000 for State Fiscal Year 2020.
      2.1.2. $3,500,000 for State Fiscal Year 2021.
3. Payments shall be made as follows:
   3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
   3.2. In lieu of hard copies submitted to the address listed in Section 5.4. Exhibit B., all invoices may be assigned an electronic signature and emailed to: housingsupportsinvoices@dhhs.nh.gov
   3.3. The Contractor shall keep detailed records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses. The Contractor shall return completed invoices, as provided by the Department, no later than thirty (30) days from the date services are provided.
   3.4. The Contractor shall submit completed invoices to:

      State Grant in Aid to Homeless Program
      Bureau of Housing Supports
      Department of Health and Human Services
      Division of Economic and Housing Stability
      129 Pleasant Street
      Concord, NH 03301
      Phone: 603-271-9196

   3.5. The State 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.

4. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

New Hampshire Department of Health and Human Services
Exhibit C-1

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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: My Friend's Place

5/30/19
Date

Name: Francis Burton
Title: President

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Communlty 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: My Friends Place

5/30/19
Date

Name: Frances S Burton
Title: President

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials RKB
Date 5/20/19

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: My Friends Place

5/30/19
Date

Name: Francis Burton
Title: President

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: My Friends' Place

5/30/19
Date

Name: Francis F. Buxton
Title: President

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: My Friend's Place

5/30/19
Date

Name:
Title: Francis Bruton
President

DocuSign Envelope ID: 25BD47C2-18B0-4013-AA2C-051B4D4FB103

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Vendor Initials RKB

Date 5/10/19

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	My Friends place
The State	Name of the Vendor
Christine Santaniello	Frances Britton
Name of Authorized Representative	Name of Authorized Representative
Director, DCBCS	President
Title of Authorized Representative	Title of Authorized Representative
5/31/19	5/30/19
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: My Friend's Place

5/30/19
Date

Name: Francis Burton
Title: President

FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   X NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: Sue Ford Amount: 51,000

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Nashua Soup Kitchen and Shelter, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), as amended on May 19, 2021, (Tabled Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $704,569

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

10/28/2022
Date

DocuSigned by:
Karen Hebert
628C8CEB184A415...
Name: Karen Hebert
Title: Division Director

The Nashua Soup Kitchen and Shelter, Inc.

10/21/2022
Date

DocuSigned by:
Michael Reinke
DE9A7B5A5E7F4F8...
Name: Michael P. Reinke
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/31/2022
Date

DocuSigned by:
Robyn Guarino
74873484941460
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NASHUA SOUP KITCHEN AND SHELTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 11, 1981. 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: **61911**

Certificate Number: **0005887290**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of October A.D. 2022.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 8479D188-E8A7-4351-89A4-CA7FAC22B627

CERTIFICATE OF AUTHORITY

I, MADELEINE LA ROSE, 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 Nashua Soup Kitchen and Shelter, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 13, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Michael Reinke (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Nashua Soup Kitchen & Shelter to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10/18/2022

Madeleine LaRose
Signature of Elected Officer
Name: MADELEINE LA ROSE
Title: CLERK

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	CONTACT NAME: Kimberly Gutekunst PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): E-MAIL ADDRESS: kgutekunst@eatonberube.com
INSURED Nashua Soup Kitchen & Shelter, Inc. P.O. Box 3116 Nashua NH 03061 NASSO	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: The Hanover Insurance Companies — 22292 INSURER B: AmTrust North America, Inc. — 42376 INSURER C: Selective Insurance Group Inc. — 14376 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 316316359** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:			ZHVA685423	7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ADVA685320	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UHVA685516	7/1/2022	7/1/2023	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			TWC4120182	7/1/2022	7/1/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A A C	Property Crime Management Liability			ZHVA685423 ZHVA685423 MY 1006756	7/1/2022 7/1/2022 7/1/2022	7/1/2023 7/1/2023 7/1/2023	Buildings Contents Crime	$3,389,328 $982,870 $100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Soup Kitchen and Shelter

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION 30 days/10 days non-payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marc R Berube

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

Vision

The Greater Nashua Community will be one that ensures that the basic needs of all its members are met in a sustainable, accessible, and dignified way.

Mission

NSKS will provide food and shelter to vulnerable individuals and families in the Greater Nashua Region in a dignified and sustainable manner. NSKS works to increase access to a full spectrum of basic needs through advocacy, targeted programs, and collaboration with other organizations.

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

NASHUA SOUP KITCHEN AND SHELTER, INC.

FINANCIAL STATEMENTS
JUNE 30, 2021
AND
INDEPENDENT AUDITORS' REPORT

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B527

NASHUA SOUP KITCHEN AND SHELTER, INC.

JUNE 30, 2021

TABLE OF CONTENTS

	Page(s)
Independent Auditors' Report	1 - 2
Financial Statements:	
Statement of Financial Position	3
Statement of Activities	4 - 5
Statement of Functional Expenses	6
Statement of Cash Flows	7
Notes to financial Statements	8 - 15
Supplemental Information:	
Schedule of Support and Revenue	16

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

William P. Connor, CPA, LLC

CERTIFIED
PUBLIC
ACCOUNTANT

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Nashua Soup Kitchen and Shelter, Inc.:

We have audited the accompanying financial statements of Nashua Soup Kitchen and Shelter, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2021, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

41 Brook Street, Manchester, New Hampshire, 03104 Tel. (603) 623-9868 . Fax (603) 623-9872

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Nashua Soup Kitchen and Shelter, Inc. as of June 30, 2021, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Nashua Soup Kitchen and Shelter, Inc.'s 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 8, 2020. In our opinion, the summarized comparative information presents herein as of and for the year ended June 30, 2020 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional support and revenue on page 16 is presented for purposes of additional analysis and is not a required part of the 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 financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the 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 financial statements as a whole.

Manchester, New Hampshire
February 9, 2022

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

NASHUA SOUP KITCHEN AND SHELTER, INC.

STATEMENT OF FINANCIAL POSITION

JUNE 30, 2021
(with comparative totals for 2020)

ASSETS

	Without Donor Restrictions	With Donor Restrictions	Total 2021	Total 2020
CURRENT ASSETS:				
Cash (Note 1)	$1,427,470	$ 457,729	$1,885,199	$ 730,577
Grants and accounts receivable (Note 1)	91,309	75,000	166,309	101,381
Prepaid expenses	30,245	-	30,245	30,705
Total current assets	1,549,024	532,729	2,081,753	862,663
INVESTMENTS (Note 2)	906,342	-	906,342	722,208
LAND, BUILDING AND EQUIPMENT, at cost (Notes 1 and 3):				
Land and buildings	2,557,472	-	2,557,472	2,557,472
Building improvements	537,008	-	537,008	350,910
Furniture, fixtures and equipment	266,064	-	266,064	207,467
	3,360,544	-	3,360,544	3,115,849
Less - Accumulated depreciation	903,798	-	903,798	822,319
	2,456,746	-	2,456,746	2,293,530
OTHER ASSETS:				
Notes receivable (Note 8)	110,987	-	110,987	105,702
	$5,023,099	$ 532,729	$5,555,828	$3,984,103

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES:				
Accounts payable	$ 26,222	$ -	$ 26,222	$ 103,740
Accrued expenses	182,341	-	182,341	112,880
Fiscal agent payable	46,619	-	46,619	51,901
Security deposits	1,500	-	1,500	1,500
Total current liabilities	256,682	-	256,682	270,021
NET ASSETS (Note 1):				
Without donor restrictions	4,766,417	-	4,766,417	3,558,082
With donor restrictions	-	532,729	532,729	156,000
Total net assets	4,766,417	532,729	5,299,146	3,714,082
	$5,023,099	$ 532,729	$5,555,828	$3,984,103

The accompanying notes to financial statements are an integral part of these statements.

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

NASHUA SOUP KITCHEN AND SHELTER, INC.

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2021
(with comparative totals for 2020)

	Without Donor Restrictions	With Donor Restrictions	Total 2021	Total 2020
SUPPORT AND REVENUE:				
Support				
Public contributions	$1,700,582	$ -	$1,700,582	$ 1,171,294
In-kind contributions (Note 4)	1,204,189	-	1,204,189	1,656,197
SMP Grant	776,418	-	776,418	-
State of New Hampshire Emergency Shelter Program Grant	393,387	-	393,387	168,324
Town grants, New Hampshire	54,500	-	54,500	53,297
Special events	245,945	-	245,945	325,635
Capital campaign & restrictive grants	172,028	457,729	629,757	198,225
Other grants	110,136	-	110,136	138,957
Rent- Transitional Housing	34,150	-	34,150	17,395
Net assets released from restrictions	81,000	(81,000)	-	-
Total support	4,772,335	376,729	5,149,064	3,729,954
Revenue				
Investment income	21,848	-	21,848	22,823
Investment return	168,221	-	168,221	11,971
Total revenue	190,069	-	190,069	34,794
OTHER INCOME - PPP ASSISTANCE (NOTE)	-	-	-	171,696
Total support and revenue	$4,962,404	$ 376,729	$5,339,133	$3,936,444

The accompanying notes to financial statements are an integral part of these statements.

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

NASHUA SOUP KITCHEN AND SHELTER, INC.

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2021
(with comparative totals for 2020)

	Without Donor Restrictions	With Donor Restrictions	Total 2021	Total 2020
EXPENSES:				
Program Services				
Kitchen	$1,865,061	$ -	$1,865,061	$2,179,248
Housing, shelter & services	1,611,877	-	1,611,877	988,447
Total program services	3,476,938	-	3,476,938	3,167,695
Support Services				
Management and general	137,135	-	137,135	76,666
Fundraising	139,996	-	139,996	223,719
Total support services	277,131	-	277,131	300,385
Total program and support expenses	3,754,069	-	3,754,069	3,468,080
INCREASE IN NET ASSETS	1,208,335	376,729	1,585,064	468,364
NET ASSETS, beginning of year	3,558,082	156,000	3,714,082	3,245,718
NET ASSETS, end of year	$4,766,417	$ 532,729	$5,299,146	$3,714,082

The accompanying notes to financial statements are an integral part of these statements.

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

NASHUA SOUP KITCHEN AND SHELTER, INC.

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JUNE 30, 2021

(with comparative totals for 2020)

	Program Services					
	Soup Kitchen	Client Services	Management and General	Fundraising	Total 2021	Total 2020
SALARIES AND RELATED EXPENSES:						
Salaries	$ 377,309	$ 517,862	$ 87,289	$ 65,166	$ 1,047,626	$ 906,306
Payroll taxes	30,416	41,740	7,034	5,252	84,442	66,345
Employee benefits	65,174	89,438	15,072	11,255	180,939	161,258
	472,899	649,040	109,395	81,673	1,313,007	1,133,909
OTHER EXPENSES:						
In-kind food and services	1,119,272	77,999	3,459	3,459	1,204,189	1,656,197
Depreciation	53,925	15,987	6,516	5,052	81,480	76,867
Utilities	26,231	21,653	4,648	3,472	56,004	51,193
Food and supplies	97,447	11,313	-	-	108,760	128,441
Client assistance, training & education	95	53,242	-	-	53,337	36,391
Postage	1,378	1,378	268	200	3,224	1,825
Insurance	11,724	16,047	2,696	2,014	32,481	29,902
Office expense	2,865	3,215	590	441	7,111	6,235
Telephone	2,398	2,836	508	380	6,122	6,142
Newsletter	8,872	8,961	1,727	1,249	20,809	31,986
Repairs and maintenance	13,644	2,952	-	-	16,596	17,769
Professional fees	8,464	10,109	1,799	1,300	21,672	18,481
Miscellaneous	111	193	-	-	304	493
Travel	375	768	50	-	1,193	2,906
Extermination	995	1,447	-	-	2,442	1,775
Advertising and website	164	1,964	-	-	2,128	300
Training	1,274	1,274	-	-	2,548	886
Technology expense	8,723	10,241	967	-	19,931	(5,150)
Maintenance services	33,938	12,546	4,512	3,371	54,367	44,490
Fundraising	-	-	-	37,385	37,385	55,549
Spring Street preconstruction expense	-	613,651	-	-	613,651	147,943
Capital campaign expenses	267	95,061	-	-	95,328	23,550
	1,392,162	962,837	27,740	58,323	2,441,062	2,334,171
TOTAL FUNCTIONAL EXPENSES	$1,865,061	$1,611,877	$137,135	$139,996	$3,754,069	$3,468,080

The accompanying notes to financial statements are an integral part of these statements.

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

NASHUA SOUP KITCHEN AND SHELTER, INC.

STATEMENT OF CASH FLOW

FOR THE YEAR ENDED JUNE 30, 2021
(with comparative totals for 2020)

	Total 2021	Total 2020
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	$1,585,064	$ 468,364
Adjustment to reconcile change in net assets to net cash provided by operating activities -		
Depreciation	81,480	76,867
Unrealized (appreciation) depreciation of investments	(173,668)	(8,013)
(Increase) decrease in the following assets:		
Grants and accounts receivable	(64,928)	(60,384)
Prepaid expenses	460	2,768
Increase (decrease) in the following liabilities:		
Accounts payable	(77,518)	63,105
Accrued expenses	69,461	(15,347)
Fiscal sponsor payable	(5,282)	51,902
Security deposits	-	1,500
Net cash provided by operating activities	1,415,069	580,762
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(244,696)	(24,297)
Net proceeds from sale of investments	11,382	55,000
Purchase of investments	(21,848)	(20,250)
Increase in note receivable	(5,285)	(5,034)
Net cash provided by (used in) investing activities	(260,447)	5,419
NET INCREASE (DECREASE) IN CASH	1,154,622	586,181
CASH, beginning of year	730,577	144,396
CASH, end of year	$1,885,199	$ 730,577

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

CASH PAID DURING THE YEAR FOR:		
Interest	$ -	$ -

The accompanying notes to financial statements are an integral part of these statements.

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2021

1. Nature of operations:

The Organization provides meals, emergency shelter, transitional housing, food baskets and advocacy to poor and homeless men, women and families in the Greater Nashua, New Hampshire area. Additionally, the Organization owns a subsidiary that was setup to acquire rental properties in the Greater Nashua area to provide housing to low and moderate income individuals and families.

The Organization is dependant, to a significant extent, upon contributions from the general public for annual support of its operations and services. Contributions are obtained through year-round special events, direct mail programs, as well as, ongoing initiatives encompassing foundations, corporations, and related development programs.

2. Summary of significant accounting policies:

Basis of accounting and presentation - The financial statements of the Organization have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United Sates of America. The accrual method of accounting recognizes revenue when it is earned and expenses when incurred. Certain comparative amounts in the statements of activities and functional expenses have been reclassified to conform with the current years presentation.

Net assets and revenues, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Organization and changes therein are classified as follows:

Net assets without donor restrictions - Net assets without donor restrictions are assets that have been acquired from donors (or certain grantors) without restrictions that may be expended for any purpose in performing the primary objectives of the Organization. The governing Board has designated, from net assets without donor restrictions, net assets for an operating reserve.

Net assets with donor restrictions - Net assets subject to donor or (or certain grantor) imposed restrictions are assets subject to stipulations imposed by the donor. Some donor imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

DocuSign Envelope ID: 8479D188-E8A7-4351-89A4-CA7FAC22B627

2. Summary of significant accounting policies (cont't):

Support and revenue recognition - Unconditional contributions are recognized when pledged and recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Gifts of cash and other assets are reported with donor restricted support if they are received with donor stipulations that limit the use of the donated assets or designate them for future periods.

Grants and contributions received are considered to be available for use unless specifically restricted by the grantor or donor. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets released from restrictions. Donor restricted contributions whose restrictions are met in the same reporting period are reported as net assets without donor restricted support.

Functional expenses - Direct expenses are charged to their specific program as incurred. Any expenditures not directly chargeable are allocated to a program based on the proportion of time spent on each program by the staff.

Income tax status - The Organization is exempt from income taxes under Internal Revenue Code, Section 501(c)(3). The Organization can be taxed on activities considered by the Internal Revenue Service to be outside of the Organization's exempt purpose.

The Organization's Forms 990, *Return of Organization Exempt from Income Tax*, for the years ending June 30, 2021, 2020 and 2019 are subject to examination by the IRS, generally for three years after they were filed.

Land, building and equipment - Land, building and equipment purchased are recorded at cost. The Organization follows the policy of charging to expenses annual amounts of depreciation which allocates the cost of buildings and equipment over their estimated useful lives. The Organization employs the straight-line method for determining the annual charge for depreciation. The ranges of the estimated useful lives used are as follows:

	Years
Buildings	27.5 - 40
Building improvements	27.5
Kitchen equipment	10
Furniture, fixtures and equipment	5 - 10

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

2. Summary of significant accounting policies (cont'd):

Use of estimates - The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and cash equivalents - All highly liquid investments with a maturity of one year or less are considered to be cash equivalents. At June 30, 2021, the carrying amount of the Organization's cash was $1,885,199 and the institution balance was $1,879,143. Of this amount, $767,138 was covered by federal depositor's insurance and $1,112,275 was uninsured.

Grants and accounts receivable - Grants and accounts receivable consists principally of the grants receivable from governmental agencies and rent receivable from tenants. Grants and accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. 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 trade accounts receivable. Changes in the valuation allowance have not been material to the financial statements. The accounts receivable in the accompanying financial statements have been reduced by an allowance for doubtful accounts of $ 0.

Advertising costs - The Company expenses all advertising costs as incurred. Advertising and marketing expenses for the year ended June 30, 2021 amounted to $2,128.

New accounting pronouncement - On August 18, 2016, The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-14, *Not-for-profit Entities (Topic 958) - Presentation of Financial Statements for Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. Nashua Soup Kitchen and Shelter, Inc. has implemented ASU 2016-14 and has adjusted the presentation in these financial statements accordingly. The ASU has been applied retrospectively to all periods presented. The implementation had no impact on previously reported net assets.

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

3. Investments:

The Organization records its investments in accordance with the fair value guidance established by the Financial Accounting Standards Board ("FASB"). Under these standards, fair value is defined as the price the Organization would receive from the sale of an asset, or pay to transfer a liability, in a timely transaction with an independent buyer in a principal market. The standards established a three-tier hierarchy to distinguish between various types of inputs used in determining the value of the Organization's investments. The inputs are summarized as outlined below:

Level 1 Inputs - Quoted prices (unadjusted) in active markets for the identical assets and liabilities. Level 1 assets include fixed income mutual funds, equity mutual funds and money market funds. Valuations of these instruments do not require a high degree of judgement as the valuations are based on quoted prices in active markets that are readily available.

Level 2 Inputs - Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets and liabilities that are not active; and inputs other than quoted prices that are observable, such as models or other valuation methodologies. Valuations in this category are inherently less reliable than quoted market prices due to the degree of subjectivity involved in determining appropriate methodologies and the applicable underlying assumptions.

Level 3 Inputs - Unobservable inputs for the valuation of the asset or liability. Level 3 assets include investments for which there is little, if any, market activity. These inputs require significant management judgement and estimation. These financial instruments have inputs that cannot be validated by readily determinable market data and generally involve considerable judgement by management.

The Organization does not have Level 2 or 3 assets or liabilities.

The fair value and unrealized depreciation of investments at December 31, 2021 are summarized as follows:

	Book Value	Market Value	Unrealized Appreciation (Depreciation)
Mutual & ETF funds	$ 890,382	$735,154	$155,228
Money markets and cash equivalents	15,961	15,961	-
	$906,343	$751,115	$155,228

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

3. Investments cont'd):

The Organization recognized net investment return on their investment portfolio of $168,221 which included recognized realized gains or losses, unrealized appreciation (depreciation) and is net of charged management fees of $5,447 for the year ended June 30, 2021. The Organization's investments are not insured by the FDIC and are not collateralized and therefore are subject to market risks.

4. In-kind contributions:

Donated materials and equipment are reflected as contributions in the accompanying financial statements at fair market value at the date of the donation. Donated professional services have been reflected in the statements at the fair market value for those services. These transactions have been allocated as follows:

	Kitchen	Client Services	Management and Fundraising	Total
Donated food	$1,100,870	$ -	$ -	$1,100,870
Donated equipment and materials services	18,402	77,999	6,918	103,319
	$1,119,272	$ 77,999	$ 6,918	$1,204,189

5. Retirement plan:

The Organization offers a defined contribution retirement plan under the Internal Revenue Code 403(b) voluntary tax deferred annuity program. Full-time employees are eligible for this benefit after one year of continuous employment. The Organization matches each dollar contributed by employees up to a maximum of 6% of regular salary. For employees hired prior to July 1,2017 once the employee has reached five years of continuous employment, the Organization will match up to 12% of the employee's regular salary at a ratio of 1 to 1, not to exceed limits allowed under tax law. Total Organizational contributions for the year ended June 30, 2021 were $58,085.

6. Endowment funds:

Interpretation of relevant law - The Board of the Organization follows the Uniform Prudent Management of Institutional Funds Acts (the Act) and has interpreted the Act as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund.

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

6. Endowment funds (cont'd):

The remaining portion of a donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by the Act.

In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

1. The duration and preservation of the fund
2. The purposes of the Organization and the donor-restricted endowment fund
3. General economic conditions
4. The possible effect of inflation and deflation
5. The expected total return from income and the appreciation of investments
6. Other resources of the Organization
7. The investment policies of the Organization

Return objections and risk parameters - The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets.

Strategies employed for achieving objectives - To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a greater emphasis on investments in equity-based investments to achieve its long-term return objectives within prudent risk constraints.

As of June 30, 2021, the Organization had no endowment funds.

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

7. Notes receivable:

Note receivable represents unsecured loans made to the NH Community Loan Fund, a non-profit agency, at an interest rate as indicated below. Interest is paid annually at June 30. The note matures as follows:

Note Value	Interest	Maturity
$ 41,175	5%	11/30/2023
41,175	5%	11/30/2023
28,637	5%	6/30/2029
$110,987		

Based on interest rates at June 30, 2021 for similar loans by independent established lending institutions, the fair value of these notes approximate the amount recorded in the financial statements at that date.

8. Liquidity and availability of funds:

Nashua Soup Kitchen and Shelter, Inc. (NSK) financial assets available within one year of the statement of financial position for general expenditures are as follows:

Cash and cash equivalents	$1,885,199
Grants and accounts receivable	166,309
Investments	906,342
	$2,957,850

As part of NSK's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. In addition, the Organization invests cash in excess of daily requirements in short-term investments.

9. Commitments and contingencies:

During the prior year, the Organization (NSK) began negotiations with a local church to potentially lease and renovate a building that would allow NSK to combined its shelter programs and to expand potential client services. NSK signed a forty year lease that expires September 1, 2063 contingent on development costs, city approval and financing. The lease calls for annual payments of $1 and monthly utility costs.

The organization began feasability and planning studies and began a capital campaign to help finance these expenses. The organization was able to obtain a grant and contributions specific for these costs and as of June 30, 2021 and there were remaining unspent funds of $532,729 that is shown in donor restricted assets.

NSK anticipates that the necessary studies and financing will be completed in the next fiscal year and if successful to begin renovations shortly thereafter.

DocuSign Envelope ID: 8479D188-E8A7-4351-89A4-CA7FAC22B627

9. Commitments and contingencies (cont'd):

Covid-19 - In March 2020, the Covid-19 corona virus pandemic emerged in the United States triggering widespread government mandated and voluntary business closures, which in turn have led to substantial interruptions in financial markets, employment and the economy as a whole. Though the potential financial effects cannot be reasonably estimated at this time, these circumstances may have adverse effects on the Organization its operations and future financial statements. As of the date of this report, there has not been a significant negative financial impact to the Organization. However, management continues to monitor these events closely as future operating results could be significantly impacted because of the disease's severity and the duration of the outbreak.

10. Evaluation of subsequent events:

The Organization has evaluated events through February 9, 2022, the date which the financial statements were available to be issued.

DocuSign Envelope ID: 8479D188-E8A7-4351-89A4-CA7FAC22B627

NASHUA SOUP KITCHEN AND SHELTER, INC.

SCHEDULE OF FUNCTIONAL SUPPORT AND REVENUE

FOR THE YEAR ENDED JUNE 30, 2021

(with comparative totals for 2020)

	Program Services					
	Soup Kitchen	Client Services	Management and General	Fundraising	Total 2021	Total 2020
SUPPORT AND REVENUE:						
Support						
Public contributions	$ 806,429	$752,459	$141,694	$ -	$1,700,582	$1,171,294
In-kind contributions	1,119,272	77,999	3,459	3,459	1,204,189	1,656,197
SMP grant	-	776,418	-	-	776,418	-
State of New Hampshire						
Emergency Shelter Program Grant	-	393,387	-	-	393,387	168,324
Town Grants	-	54,500	-	-	54,500	53,927
Special events	-	-	-	245,945	245,945	325,635
Capital campaign	-	629,757	-	-	629,757	198,225
Other grants	80,384	29,752	-	-	110,136	138,957
Rent	-	34,150	-	-	34,150	17,395
Total support	2,006,085	2,748,422	145,153	249,404	5,149,064	3,729,954
Revenue						
Interest and dividend income	8,442	11,586	1,820	-	21,848	22,823
Unrealized appreciation (depreciation) on investments	64,998	89,210	14,013	-	168,221	11,971
Total revenue	73,440	100,796	15,833	-	190,069	34,794
Other income - PPP grant	-	-	-		-	171,696
Total support and revenue	$2,079,525	$2,849,218	$160,986	$249,404	$5,339,133	$3,936,444

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

NSKS Board Names and Affiliations

Camille Pattison	Greater Nashua Regional Planning Council
Iraida Munoz	City of Nashua Department of Public Health
Jane Goodman	City of Nashua Department of Public Health
Janet Polaneczky	retired
Jerry Ryan	retired
Joe Bates	Temple Beth Abraham
Keith Bagley	Northeaster University
Linda Bennett	Nashua Public School District
Madeleine LaRose	retired
Mary Slocum	Fidelity
Rick Ruo	Ruo Real Estate
Shoshanna Kelly	Kelly Creative
Tom Bolton	Nashua Police Department

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

Michael Reinke
[redacted]

Employment

2016 – present

Executive Director
Nashua Soup Kitchen & Shelter

- Completed an $8,500,000 campaign (January 2019 - June 2022) for a new shelter raising over $9,400,000 in three years.
- Developed and signed a 43 year lease for the Sacred Heart Elementary School in Nashua to serve as the new location of the emergency housing services and 11 new units of permanent housing for chronically homeless individuals.
- Increased annual giving from $776,000 in FY17 to over $1,300,000 in FY22
- 50% increase in special event revenue to $315,000 (pre-covid)
- Increased total assets from $$3,553,250 in 2017 to 11,406,974 in 2022, including $2 million in cash reserves.
- Started Nashua Meals for kids annually delivering 12,000 frozen meals to seven Nashua Public Schools and a system of 13 mobile food pantries distributing 46,000 pounds of produce over the last 12 months.
- Led a strategic plan/staff reorganization saving $120,000 in annual operating expenses. Prioritized integrating three different databases into one comprehensive system.
- Supported the developed an interfaith group of clergy (Nashua Interfaith Housing Justice) advocating for a greater investment in affordable housing.

2015 – 2016

Executive Director
Inter-Faith Council for Social Service

- Developed $300,000 of new federal and state grants and increased existing local grants totaling $100,000 by 13%.
- Negotiated a $2,600,000 estate gift.
- Launched FoodfortheSummer.org doubling the number of meal sites and children served from 2015 to 2016.
- Integrate the agency's five separate databases to one combined system.
- Placed 27 articles in the local news media.

2012-2015

Director of Development
Duke University Sanford School of Public Policy

- Managed the major gift initiative for the Sanford School of Public Policy as part of the Duke Forward Campaign.
- $25 million raised over three years.
- Developed the advancement infrastructure to provide long term support for the college.

2011- 2012

Director of Development – Major Gifts
PeaceHealth St. Joseph Medical Center Foundation

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

- Managed the major gift initiative for the Center for Integrated Cancer Care raising $8,000,000 in 11 months.
- Introduced a prospect tracking system and with regular reporting.
- Developed and executed a constituent engagement plans for potential prospects and for healthcare providers.

2007 – 2011 Director of Development
Woodring College of Education, Western Washington University

- Prospect giving increased 117% from $81,727 in 2007 to $178,157 in 2010
- Corporate given increased from one to eleven and from $3,000 to $165,000.
- Five endowments established with gifts totaling $2,800,000
- Named scholarships increased 69% from 32 to 54.
- Established the Friends of Woodring with commitments from 14 outside members or organizations.
- Launched a planned giving initiative with initial commitments of $2,325,000.

2004 – 2007 Executive Director
Indiana Coalition on Housing and Homeless Issues

- Increased membership by from 57 to 134 members and created the first "legislative awareness day" with 180 people participating annually.
- Developed the "Indiana's Campaign for Affordable Housing" resulting in state funding of $7,000,000 annually, the first state funding for affordable house.
- Increased corporate giving from three to ten organizations, average gift of $8,000.
- Was interviewed for over 80 articles in the newspaper, television or radio, including three separate editorials in the Indianapolis Star.
- Planned and coordinated the first statewide conference on hunger and nutrition.
- State lead for federal lobbying efforts on homeless and poverty issues.

2001 - 2003 Executive Director
United Way Community Services of Monroe County, Inc.

- Raised a record $1.78 million in 2002, with over $130,000 in first-time gifts to the United Way.
- Recruited more than 30 new corporate campaigns with over 4,000 employees, a 25 percent increase.
- Led a community-wide needs assessment providing a five-year plan for community development and philanthropy.
- Introduced and implemented an outcomes-based allocations model.

1997 - 2001 Executive Director
Shelter, Inc.

- Increased annual giving by 180%, including $110,000 in individual gifts and $30,000 in corporate gifts.
- Secured more than one million dollars in renewable and nonrenewable funding from federal, state, and local governments, foundation grants and individual bequests.
- Planned and developed
    - 22 units of transitional housing.
    - Indiana's first federally funded single room occupancy units.

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

- The Shalom Community Day Center in partnership with the First United Methodist Church, daily serving over 200 people.

1994 - 1997 Executive Director
Holy Trinity Neighborhood Center (Episcopal), New York City, New York

- Directed a homeless shelter, soup kitchen, after-school program, senior lunch program, and summer camp.
- Increased enrollment in youth programs by 120% - developed a computer learning center.

Volunteer

- National Coalition for the Homeless – Board of Directors
- Lamprey Community Health Center – Board of Directors
- Greater Nashua Chamber of Commerce – Board of Directors
- Co-Chair Greater Nashua Continuum of care.

Education

MBA 2010	Western Washington University, Bellingham, Washington
Certification 2000	School of Philanthropy, Indiana University Nonprofit management
M. Div. 1996	Union Theological Seminary, New York City, New York Master's thesis on education, religion, and the civil-rights movement
B.A. 1991	Wesleyan University, Middletown, Connecticut Undergraduate Majors in African-American Studies and Government
Recognition	Distinguished Hoosier, Office of the Governor of Indiana, May 2007
Skills and abilities	Distance bicycling, hiking, guitar, banjo, and acapella singing

DocuSign Envelope ID: 8479D188-E8A7-4351-89A4-CA7FAC22B627

OLGA CRUZ

[redacted]

EXPERIENCE

12-07 – Present **Nashua Soup Kitchen & Shelter** **Nashua, NH**
Director of Housing Supports
Monitor the daily operations of two emergency shelters, a soup kitchen, 3 transitional apartments, and the administrative staff. Assure that all shelter and kitchen guidelines are followed in order to keep the staff and clients safe. Other responsibilities include budgeting, grant reporting, liaison between the city welfare office and other social service agencies to network in providing services to the clients. Administer performance reviews, supervision of office staff and managers. Participate in the shelter directors meetings, ending homelessness meetings, continuum of care meetings, and other meetings as necessary for the Greater Nashua Area.

2/07 – 12/07 ***Hispanic Advocate***
Assisted the Hispanic population in accessing services with other providers and referred them to the appropriate agency. Assessed client needs and assisted them by collaborating with other agencies to obtain funds for clients who were facing eviction, have utility shut off notices, vital records, and other issues. Clients received a loan from the agency so that they can keep their utility services active, and also received financial assistance to avoid eviction.

8/99 - 8/05 **CAB Health & Recovery Services, Inc.** **Danvers, MA**
Program Manager
Responsibilities included the overall daily operations of two residential treatment programs for women and children. Assured that all residents were safe and followed program guidelines and procedures. Delegated and monitored tasks assigned to staff for completion in a timely manner. Responsible for accounts receivables, budgeting, staff meetings, liaison between the agency and outside service providers, mediation between residents, administering performance reviews, supervision of all employees, house meetings with residents, attended program managers meetings, health & safety meetings, and other meetings as required. Also helped others with whatever was necessary.

7/97 - 8/99
Office Manager
Supervision of the House Manager and the Driver; arranged meetings, transportation schedule for residents; delegated work; daycare menus; staff meetings; manager meetings; budgeting, incoming calls, general office procedures, accounts receivables, accounts payables; developed and maintained budgets for food, housekeeping, medical supplies, office supplies, etc; data entry for the research team, third party billing, bank deposits, and many other tasks as necessary.

1992-1996 **Dipti V. Shah, R.P.T.** **Lowell, MA**
Officer Manager
Managed three offices for the sole proprietor of a physical therapy office; general office procedures. Accounts payable, accounts receivables, bank deposits, owner's banking accounts, supervised 4 employees plus delegated work to other staff members, traveled between offices for necessary paperwork and files to be completed, incoming and outgoing calls. Produced patient reports, collections, attorney liaison.

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

1983 - 1991 Lowell Community Health Center Lowell, MA
Administrative Assistant
Incoming and outgoing calls, third party billing, general office procedures, translated, pediatric/adult appointments, registered new patients, completed new records, data entry, mental health appointments, reports, scheduled meetings, etc.

EDUCATION

University of Phoenix
BS/BM 2010

1994-1996 Newbury College - Brookline, MA
Associates of Science in Paralegal
- Attended 3 semesters of course studies.

1993 G.L.R.V.T.H.S. - Lowell, MA
Legal Secretary Certificate
Intensive 900 hours certificate in a 6 month period. MS Word, Powerpoint, Excel, Desktop Publishing, WordPerfect, Transcribing, Legal Terminology, Technical Business Writing, and Business Math.

Certificate in Collections
Legal Secretary Certificate
Type 95 WPM
Organizational Skills
Communication Skills
Leadership Skills
Certificate in Batterer's Prevention Program

LANGUAGE

Fluent in Spanish

DocuSign Envelope ID: 8479D186-E8A7-4351-89A4-CA7FAC22B627

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michael Reinke	Executive Director	$104,917	2.5%	$2,622.93
Olga Cruz	Director of Housing Services	$70,996	5%	$3,549.8

15 mac

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 6, 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 amend existing contracts with the vendors listed below in bold, for the continued provision of the State Grant in Aid (SGIA) Homeless Assistance program, by exercising contract renewal options by increasing the total price limitation by $5,665,716 from $6,882,604 to $12,548,320 and by extending the completion dates from June 30, 2021 to June 30, 2023 effective upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Bridge House Shelters	**165288 - B001**	**Plymouth NH**	**$142,620**	**$122,348**	**$264,968**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**
Community Action Partnership of Strafford County	177200 - B004	Dover NH	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	$0	$0	$0	O: 06/19/19 (Item #40)
Concord Coalition to End Homelessness	**267140 - B001**	**Bow NH**	**$68,709**	**$117,236**	**$185,945**	**O: 06/19/19 (Item #40) A1: July 15, 2020 Item #20**
Cross Roads House	**166570 - B001**	**Portsmouth NH**	**766,784**	**$623,974**	**1,390,758**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**

Families in Transition, NH	157730 - B001	Manchester NH	$1,658,284	$1,284,654	$2,942,938	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Friends Program	154987 - B001	Concord NH	$174,710	$0.00	$174,710	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Helping Hands Outreach Center	174226 - R001	Manchester NH	$209,516	$195,756	$405,272	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Hundred Nights, Inc.	TBD	Keene NH	$220,854	$214,110	$434,964	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Lakes Region Community Developers	156571 - B001	Laconia NH	$88,761	$116,230	$204,991	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Marguerites Place	157466 - B001	Nashua NH	$186,836	$140,700	$327,536	O: 06/19/19 (Item #40) Item #40 A1: 07/15/20 (Item #20)
My Friend's Place	156274 - B001	Dover NH	$177,231	$128,466	$305,697	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Nashua Soup Kitchen & Shelter, Inc.	174173 - R001	Nashua NH	$284,806	$183,522	$468,328	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
New Generation	177295 - B001	Greenland NH	$162,400	$134,582	$296,982	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	$791,802	$887,024	$1,678,826	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)

Salvation Army Carey House, Laconia	**177627 - B001**	**Laconia NH**	**$200,062**	**$244,696**	**$444,758**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Salvation Army McKenna House, Concord, Eastern Territory	**177627 - B003**	**Concord NH**	**$312,915**	**$256,930**	**$569,845**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Seacoast Family Promise	**TBD**	**Exeter NH**	**$94,661**	**$85,644**	**$180,305**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Southern NH Services	177198 - B006	Manchester NH	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Southwestern Community Services	**177511 - R001**	**Keene NH**	**$527,563**	**$464,922**	**$992,485**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Front Door Agency	**156244 - B001**	**Nashua NH**	**$287,991**	**$269,166**	**$557,157**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Way Home, Inc.	**166673 - B001**	**Manchester NH**	**$140,656**	**$116,230**	**$256,886**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Tri-County CAP, Inc.	**177195 - B009**	**Berlin NH**	**$126,299**	**$79,526**	**$205,825**	**O: 07/10/19 Item #16 A1: 07/15/20 (Item #20)**
Waypoint	177166 - B002	Manchester NH	$252,556	$0.00	$252,556	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A1: 07/15/20 (Item #20)
		Total:	**$6,882,604**	**$5,665,716**	**$12,548,320**	

Funds are anticipated to be available in State Fiscal Years 2022 and 2023 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue State Grant in Aid (SGIA) Homeless Assistance program .to ensure individuals and families experiencing housing instability receive the essential services and supports that include case management and emergency shelter services or case management services only.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will continue providing emergency shelter to individuals and families who are homeless. The Contractors will also continue providing case management services to individuals and families who are currently in shelters as well as individuals and families who are unsheltered in order to link them with housing services; other essential services; and provide ongoing case management. The case management services are personalized and based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services; assistance with applications for housing; assistance with applications for public assistance; referrals for healthcare, including mental health or substance use treatment; linkages to education, and employment supports.

The Contractors are monitored for performance through reports available from the Homeless Management Information System, which include information regarding:

- Length of time individuals remain homeless.
- The extent to which individuals who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

As referenced in Exhibits C-1 of the original contracts, 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 Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM
100% General Funds

Bridge House Shelters — Vendor # 1652; Vendor # 1652; Vendor # 165288 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$83,490	$0	$83,490	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$59,130	$0	$59,130	
2022	102/500732	Contracts for Program Services	TBD	$61,174	$0	$61,174	
2023	102/500733	Contracts for Program Services	TBD	$61,174	$0	$61,174	
		Sub Total		$264,968	$0	$264,968	

Community Action Partnership of Strafford County — Vendor # 177200 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$6,588	$0	$6,588	

Community Action Program, Belknap and Merrimack — Vendor # 177203 - B003

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Concord Coalition to End Homelessness — Vendor # 267140 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$10,091	$0	$10,091	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2022	102/500732	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2023	102/500733	Contracts for Program Services	TBD	$58,618	$0	$58,618	
		Sub Total		$185,945	$0	$185,945	

Cross Roads House — Vendor # 166570 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$465,221	$0	$465,221	O: 06/19/19 (Item #40) A1: 07/15/20,
2021	102/500731	Contracts for Program Services	TBD	$301,563	$0	$301,563	
2022	102/500732	Contracts for Program Services	TBD	$311,987	$0	$311,987	

2023	102/500733	Contracts for Program Services	TBD	$311,987	$0	$311,987	(Item #20)
		Sub Total		$1,390,758	$0	$1,390,758	A2: 05/19/21 (Tabled Item #15)

FITNHNH, Inc. Vendor # 157730 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$1,037,418	$0	$1,037,418	O: 06/19/19
2021	102/500731	Contracts for Program Services	TBD	$620,866	$0	$620,866	(Item #40)
2022	102/500732	Contracts for Program Services	TBD	$642,327	$0	$642,327	A1: 07/15/20, (Item #20)
2023	102/500733	Contracts for Program Services	TBD	$642,327	$0	$642,327	A2: 05/19/21
		Sub Total		$2,942,938	$0	$2,942,938	(Tabled Item #15)

Friends Program Vendor # 154987 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$88,971	$0	$88,971	O: 06/19/19
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	(Item #40)
2022	102/500732	Contracts for Program Services	TBD	$0	$88,702	$88,702	A1: 07/15/20
2023	102/500733	Contracts for Program Services	TBD	$0	$88,702	$88,702	(Item #20)
		Sub Total		$174,710	$177,404	$352,114	

Helping Hands Outreach Center

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$114,908	$0	$114,908	O: 06/19/19
2021	102/500731	Contracts for Program Services	TBD	$94,608	$0	$94,608	(Item #40)
2022	102/500732	Contracts for Program Services	TBD	$97,878	$0	$97,878	A1: 07/15/20,
2023	102/500733	Contracts for Program Services	TBD	$97,878	$0	$97,878	(Item #20)
		Sub Total		$405,272	$0	$405,272	A2: 05/19/21 (Tabled Item #15)

Hundred Nights, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$117,376	$0	$117,376	O: 06/19/19
2021	102/500731	Contracts for Program Services	TBD	$103,478	$0	$103,478	(Item #40)
2022	102/500732	Contracts for Program Services	TBD	$107,055	$0	$107,055	A1: 07/15/20,
2023	102/500733	Contracts for Program Services	TBD	$107,055	$0	$107,055	(Item #20)
		Sub Total		$434,964	$0	$434,964	A2: 05/19/21 (Tabled Item #15)

Lakes Region Community Developers

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$32,587	$0	$32,587	O: 06/19/19
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	(Item #40)
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	A1: 07/15/20,
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	(Item #20)

		Sub Total		$204,991	$0	$204,991	A2: 05/19/21 (Tabled Item #15)

Marquerites Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$118,536	$0	$118,536	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$68,300	$0	$68,300	
2022	102/500732	Contracts for Program Services	TBD	$70,350	$0	$70,350	
2023	102/500733	Contracts for Program Services	TBD	$70,350	$0	$70,350	
		Sub Total		$327,536	$0	$327,536	

My Friend's Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$115,144	$0	$115,144	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$62,087	$0	$62,087	
2022	102/500732	Contracts for Program Services	TBD	$64,233	$0	$64,233	
2023	102/500733	Contracts for Program Services	TBD	$64,233	$0	$64,233	
		Sub Total		$305,697	$0	$305,697	

Nashua Soup Kitchen & Shelter, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$196,111	$0	$196,111	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$88,695	$0	$88,695	
2022	102/500732	Contracts for Program Services	TBD	$91,761	$0	$91,761	
2023	102/500733	Contracts for Program Services	TBD	$91,761	$0	$91,761	
		Sub Total		$468,328	$0	$468,328	

New Generation

Vendor # 177295 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$97,357	$0	$97,357	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$65,043	$0	$65,043	
2022	102/500732	Contracts for Program Services	TBD	$67,291	$0	$67,291	
2023	102/500733	Contracts for Program Services	TBD	$67,291	$0	$67,291	
		Sub Total		$296,982	$0	$296,982	

NH Coalition Against Domestic and Sexual Violence

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$363,109	$0	$363,109	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$428,693	$0	$428,693	
2022	102/500732	Contracts for Program Services	TBD	$443,512	$0	$443,512	
2023	102/500733	Contracts for Program Services	TBD	$443,512	$0	$443,512	
		Sub Total		$1,678,826	$0	$1,678,826	

Salvation Army Carey House, Laconia

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$81,802	$0	$81,802	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$118,260	$0	$118,260	
2022	102/500732	Contracts for Program Services	TBD	$122,348	$0	$122,348	
2023	102/500733	Contracts for Program Services	TBD	$122,348	$0	$122,348	
		Sub Total		$444,758	$0	$444,758	

Salvation Army McKenna House, Concord, Eastern Territory

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$188,742	$0	$188,742	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$124,173	$0	$124,173	
2022	102/500732	Contracts for Program Services	TBD	$128,465	$0	$128,465	
2023	102/500733	Contracts for Program Services	TBD	$128,465	$0	$128,465	
		Sub Total		$569,845	$0	$569,845	

Seacoast Family Promise

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$53,270	$0	$53,270	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21
2021	102/500731	Contracts for Program Services	TBD	$41,391	$0	$41,391	
2022	102/500732	Contracts for Program Services	TBD	$42,822	$0	$42,822	
2023	102/500733	Contracts for Program Services	TBD	$42,822	$0	$42,822	
		Sub Total		$180,305	$0	$180,305	

Southern NH Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Southwestern Community Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$302,869	$0	$302,869	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$224,694	$0	$224,694	
2022	102/500732	Contracts for Program Services	TBD	$232,461	$0	$232,461	
2023	102/500733	Contracts for Program Services	TBD	$232,461	$0	$232,461	
		Sub Total		$992,485	$0	$992,485	

The Front Door Agency

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$157,905	$0	$157,905	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$130,086	$0	$130,086	
2022	102/500732	Contracts for Program Services	TBD	$134,583	$0	$134,583	
2023	102/500733	Contracts for Program Services	TBD	$134,583	$0	$134,583	
		Sub Total		$557,157	$0	$557,157	

The Way Home, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$84,482	$0	$84,482	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	
		Sub Total		$256,886	$0	$256,886	

Tri-County CAP, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$87,864	$0	$87,864	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$38,435	$0	$38,435	
2022	102/500732	Contracts for Program Services	TBD	$39,763	$0	$39,763	
2023	102/500733	Contracts for Program Services	TBD	$39,763	$0	$39,763	
		Sub Total		$205,825	$0	$205,825	

Waypoint

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$166,817	$0	$166,817	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A2: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$252,556	$0	$252,556	

Overall Total	$12,548,320	$177,404	$12,725,724	

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Nashua Soup Kitchen and Shelter, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended and extended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and 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 1.7, Completion Date, to read:

   June 30, 2023

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $468,328

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, to read:

   2. Scope of Services

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide that include but are not limited to:

   2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

   2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment on a short-term emergency or transitional basis, as described in RSA 126-A:26.

   2.1.3. Operating a facility in accordance with Exhibit C, Section 15, Operation of Facilities: Compliance with Laws and Regulations that includes, but is not limited to:

   2.1.3.1. Building maintenance and repair.

   2.1.3.2. Security systems.

   2.1.3.3. Heating and possible cooling equipment.

   2.1.3.4. Property and business insurance.

   2.1.3.5. Utilities and furnishings.

   2.1.3.6. Amenities, including bathrooms.

   2.2. The Contractor shall assist individuals and families who are homeless with accessing and applying for services that lead to permanent housing by providing Case

Management Services that include, but are not limited to:

2.2.1. Assessing individual and family needs for well-being and obtaining housing.

2.2.2. Developing individualized plans with the types of services and assistance programs to meet individual and family and needs.

2.2.3. Assisting individuals and families with accessing emergency shelter.

2.2.4. Assisting individuals and families with applying for and accessing permanent housing.

2.2.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.2.6. Assisting individuals and families with accessing community providers and supports, that may include, but are not limited to, mental health services, substance use treatment, medical care, employment services, veterans benefits, financial and food assistance, and education supports.

2.3. The Contractor shall comply with program requirements that include, but are not limited to:

2.3.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include:

2.3.1.1. Housing First Approach;

2.3.1.2. Safe and appropriate diversion;

2.3.1.3. Immediate and low-barrier access;

2.3.1.4. Housing-focused, rapid exit services; and

2.3.1.5. Data to measure performance.

2.3.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted op January 23, 2018, that is herein incorporated by reference and as amended.

2.3.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions, which may include but are not limited to mental health services; medication stability; sexual orientation; vulnerability to illness; vulnerability to victimization; vulnerability to physical assault; racial equality; marital status; or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.3.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restricted by law. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.3.5. Agreeing to on-site monitoring, on an annual basis, to review compliance,

progress, and performance, which includes, but is not limited to:

2.3.5.1. Reviewing policies and procedures for services provided.

2.3.5.2. Reviewing financial analyses.

2.3.5.3. Reviewing for compliance with safety and hazard requirements.

2.3.5.4. Reviewing Data and HMIS entry standards.

2.3.6. Complying with New Hampshire Administrative Rules He-M 314, Rights of Persons Using Emergency Shelters and ensuring individuals understand their rights. http://www.gencourt.state.nh.us/rules/state_agencies/he-m300.html

2.4. The Contractor shall complete a SGIA Program Project Program Monitoring Workbook per Department request.

2.5. The Contractor shall participate in training on contractual compliance and technical assistance, as required by the Department.

4. Modify Exhibit B, Method and Conditions Precedent to Payment Section 3 by adding Subsection 3.6 to read:

3.6. The Contractor shall provide backup documentation for all reimbursement requests.

Contractor Initials: DS MR

Date: 3/22/2021

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/22/2021
Date

DocuSigned by:
Christine Santaniello
Name: Christine Santaniello
Title: Director

The Nashua Soup Kitchen and Shelter, Inc.

3/22/2021
Date

DocuSigned by:
Michael Reinke
Name: Michael Reinke
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/6/2021
Date

DocuSigned by:
[signature]
05CA92D2E32C446...
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

20 mac

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 29, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend existing **Retroactive** agreements with the vendors listed below to provide the State Grant in Aid (SGIA) Homeless Assistance program, by modifying the agreements to have individual price limitations instead of a shared price limitation for vendors listed in the table below and terminating two agreements with vendors as indicated in the table below, and decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604, with no change to the contract completion dates of June 30, 2021, effective retroactive to July 1, 2020 upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Revised Amount	G&C Approval
Bridge House Shelters	165288 - B001	Plymouth NH	Shared	$142,620	June 19,2019 Item #40
Community Action Partnership of Strafford County	177200 - B004	Dover NH	Shared	$6,588	June 19,2019 Item #40
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	Shared	$0	O:
Concord Coalition to End Homelessness	267140 - B001	Bow NH	Shared	$68,709	June 19,2019 Item #40
Cross Roads House	166570 - B001	Portsmouth NH	Shared	$766,784	June 19,2019 Item #40
Families in Transition, NH	157730 - B001	Manchester NH	Shared	$1,658,284	June 19,2019 Item #40
Friends Program	154987 - B001	Concord NH	Shared	$174,710	June 19,2019 Item #40
Helping Hands Outreach Center	174226 - R001	Manchester NH	Shared	$209,516	June 19,2019 Item #40
Hundred Nights, Inc	TBD	Keene NH	Shared	$220,854	June 19,2019 Item #40

Lakes Region Community Developers	156571 - B001	Laconia NH	Shared	$88,761	June 19,2019 Item #40
Marquerites Place	157465 - B001	Nashua NH	Shared	$186,836	June 19,2019 Item #40
My Friend's Place	156274 - B001	Dover NH	Shared	$177,231	June 19,2019 Item #40
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	Nashua NH	Shared	$284,806	June 19,2019 Item #40
New Generation	177295 - B001	Greenland NH	Shared	$162,400	June 19,2019 Item #40
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	Shared	$791,802	June 19,2019 Item #40
Salvation Army Carey House, Laconia	177627 - B001	Laconia NH	Shared	$200,062	June 19,2019 Item #40
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	Concord NH	Shared	$312,915	June 19,2019 Item #40
Seacoast Family Promise	TBD	Exeter NH	Shared	$94,661	June 19,2019 Item #40
Southern NH Services	177198 - B006	Manchester NH	Shared	$0	June 19,2019 Item #40
Southwestern Community Services	177511 - R001	Keene NH 03431	Shared	$527,563	June 19,2019 Item #40
The Front Door Agency	156244 - B001	Nashua NH 03064	Shared	$287,991	June 19,2019 Item #40
The Way Home, Inc	166673 - B001	Manchester NH	Shared	$140,656	June 19,2019 Item #40
Tri-County CAP, Inc	177195 - B009	Berlin NH	Shared	$126,299	July 10, 2019 Item #16
Waypoint	177166 - B002	Manchester NH	Shared	$252,556	June 19,2019 Item #40 A01: August 28, 2019 Item #20B
		Total	**$7,300,000 (Shared)**	**$6,882,604**	

Funds are available in the following accounts for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because Department's business operations were disrupted by COVID-19 which led to delays in the contract amendment review and approval process.

The purpose of this request is to modify the agreements to have individual price limitations instead of a shared price limitation and to terminate agreements with two (2) Contractors, decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604. The individual price limitations will allow each vendor to more accurately budget and allocate funding to meet the specific needs of the clients within the community.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract. The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Department will monitor the contracted services by requiring the Contractors to submit reports in the HMIS system that include the following:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the State Grant in Aid Homeless Assistance Program

This 1st Amendment to the State Grant in Aid Homeless Assistance Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Nashua Soup Kitchen and Shelter, Inc. (hereinafter referred to as ("the Contractor"), a nonprofit, with a place of business at 2 Quincy Street, Nashua, NH 03061-3116.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #40), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, 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, modify the price limitation and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $284,806.

2. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1. to read:

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide, including but not limited to:

3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1.4. to read:

   2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

4. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 1, in its entirety.

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.1, in its entirety.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.2, to read:

   2.2. The Department will reimburse the Contractor based on the total emergency shelter beds in a program as reported to the Department of Housing and Urban Development. The rate includes all services provided in this Contract on behalf of the individual per day.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, Subsection 3.1, to read:

   3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the fiftieth (15th) day of each month, for the previous month, and accompanied by an

invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/26/2020
Date

Name: Katja S. Fox
Title: Director

The Nashua Soup Kitchen and Shelter, Inc.

6/24/2020
Date

Name: Michael Reinke
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

06/26/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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:

JUN07'19 PM 1:49 DAS

40 mac

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 7, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into agreements with the vendors listed below in an amount not to exceed $7,000,000, to provide the State Grant in Aid (SGIA) Homeless Assistance program, effective July 1, 2019, through June 30, 2021, upon Governor and the Executive Council approval. 100% General Funds.

Vendor Name	Vendor Number	Location
Bridge House Shelters	165288 - B001	260 Highland Street Plymouth NH 03264
Community Action Partnership of Strafford County	177200 - B004	577 Central Ave Ste 10 Dover NH 03820
Community Action Program, Belknap and Merrimack	177203 - B003	2 Industrial Park Drive Concord NH 03302
Concord Coalition to End Homelessness	267140 - B001	22 Stack Drive Bow NH 03304
Cross Roads House	166570 - B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition, NH	157730 - B001	122 Market Street Manchester NH 03101
Friends Program	154987 - B001	202 N State Street Concord NH 03301
Helping Hands Outreach Center	174226 - R001	50 Lowell Street Manchester NH 03101
Hundred Nights, Inc	TBD	17 Lamson Street Keene NH 03431
Lakes Region Community Developers	156571 - B001	658 Union Ave Laconia NH 03246
Marquerites Place	157465 - B001	87 Palm Street Nashua NH 03060
My Friend's Place	156274 - B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	2 Quincy Street Nashua NH 03061
New Generation	177295 - B001	9 Tide Mill Road Greenland NH 03840
NH Coalition Against Domestic and Sexual Violence	155510 - B001	One Hundred North Main Street Concord NH 03301

Salvation Army Carey House, Laconia	177627 - B001	177 Union Ave Laconia NH 03246
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	58 Clinton Street Concord NH 03301
Seacoast Family Promise	TBD	27 Hampton Road Exeter NH 03833
Southern NH Services	177198 - B006	40 Pine Street Manchester NH 03108
Southwestern Community Services	177511 - R001	63 Community Way Keene NH 03431
The Front Door Agency	156244 - B001	7 Concord Street, Nashua NH 03064
The Way Home, Inc	166673 - B001	214 Spruce Street Manchester NH 03103
Waypoint	177166 - B002	464 Chestnut Street Manchester NH 03105
		Total: $7,000,000

Funds are available in the following account(s), and are anticipated to be available in State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office. During each State Fiscal Year of the contract, there is a shared price limitation among the vendors of $3,500,000. Consequently, there is no guaranteed minimum or maximum amount of client or service volume.

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	TBD	$3,500,000
2021	102-500731	Contracts for Prog Svc	TBD	$3,500,000
			Total	**$7,000,000**

EXPLANATION

The purpose of this request is to administer the State Grant in Aid (SGIA) Homeless Assistance program. The Contractors listed above shall be required to either: provide emergency shelter services and case management services or case management services only. The Department will reimburse the Contractor at a rate of $11.00 for services provided to each individual per day.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Contractors shall be monitored for performance through reports available from the HMIS system as follows:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

The vendors listed above were selected for this project through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' web site from March 28, 2019 through April 25, 2019. The Department received twenty six (26) eligible applications, with one vendor withdrawing after submission. The applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the applications. The Bid Summary is attached.

As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

State Grant-In-Aid Homeless Assistance Program
RFA Name

RFA-2020-DEHS-01-STATE
RFA Number

Reviewer Names

1.
2.
3.
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Bridge House Shelter		100	90
2. New Generation, Inc.		100	100
3. Marguerite's Place		100	100
4. Southwestern Community Services		100	100
5. Cross Roads House		100	100
6. Community Action Program		100	95
7. Waypoint		100	100
8. Seacoast Family Promise		100	95
9. Nashua Soup Kitchen & Shelter, Inc.		100	100
10. NH Coalition Against Domestic & Sexual Violence		100	100
11. The Salvation Army-Carey House		100	100
12 The Salvation Army-McKenna House		100	100

13 New Hampshire Legal Assistance		100	100
14 Helping Hands Outreach Center		100	100
15 Southern New Hampshire Services		100	100
16 Headrest, Inc.		100	0
17 Tri-County Community Action Program, Inc.		100	100
18 Lakes Region Community Developers		100	100
19 My Friend's Place, Emergency Shelter Program		100	100
20 Families in Transition/New Hampshire		100	100
21 Community Action Partnership of Strafford County		100	100
22 Friends Program		100	100
23 Concord Coalition To End Homelessness		100	70
24 The Front Door Agency-Transformational Housing Program		100	100
25 Hundred Nights		100	100
26 The Way Home, Inc.		100	100
28. 0		100	0
29. 0		100	0
30. 0		100	0
31. 0		100	0

FORM NUMBER P-37 (version 5/8/15)

Subject: State Grant in Aid Homeless Assistance Program (RFA-2020-DEHS-01-STATE-13)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Nashua Soup Kitchen and Shelter Inc.		1.4 Contractor Address 2 Quincy Street, Po Box 3116 Nashua NH 03061-3116	
1.5 Contractor Phone Number 603-889-7770	1.6 Account Number 05-95-42-423010-7927-102-500731	1.7 Completion Date 6/30/21	1.8 Price Limitation 7,000,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Michael Koivula Executive Director	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 05/24/19 ; before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Erika Cross MacDonald

1.13.2 Name and Title of Notary or Justice of the Peace

ERIKA CROSS MacDONALD, Notary Public
State of New Hampshire
My Commission Expires February 7, 2023

1.14 State Agency Signature Date: 5/31/19	1.15 Name and Title of State Agency Signatory Christine Santaniello, Director, DEHS
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 6/6/2019
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials MR
Date 5/24/19

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials MR
Date 5/24/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MR
Date 5/24/19

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.

2. Scope of Services

2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless or at risk of becoming homeless statewide. Including but not limited to:

2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in RSA 126-A:26.

2.1.3. Operating a facility in accordance with Exhibit C-1 Operation of Facilities: Compliance with Laws and Regulations that includes at a minimum:

2.1.3.1. Building maintenance and repair.

2.1.3.2. Security systems.

2.1.3.3. Heating and possible cooling equipment.

2.1.3.4. Property and business insurance.

2.1.3.5. Utilities and furnishings.

2.1.3.6. Amenities such as bathrooms.

2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless or at-risk of becoming homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

2.1.4.1. Assessing individuals and families' needs for well-being and obtaining housing, and developing an individualized plan to meet those needs.

2.1.4.2. Developing an individualized plan with the types of services and assistance programs to meet their needs.

2.1.4.3. Assisting individuals and families with accessing emergency shelter.

2.1.4.4. Assisting individuals and families with applying for and accessing permanent housing.

2.1.4.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.1.4.6. Assisting individuals and families with accessing community providers and supports, for, including but not limited to, mental health services, substance use treatment, medical care, employment, veterans benefit, financial and food assistance, and education supports.

2.1.5. The Contractor shall comply with the program requirements, which include but are not limited to:

2.1.5.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include but are not limited to:

2.1.5.1.1. Housing First Approach

2.1.5.1.2. Safe and appropriate diversion

2.1.5.1.3. Immediate and low-barrier access

2.1.5.1.4. Housing-focused, rapid exit services

2.1.5.1.5. Data to measure performance

2.1.5.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted on January 23, 2018, that is herein incorporated by reference and as amended.

2.1.5.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions such as but not limited to mental health services, medication stability, sexual orientation, vulnerability to illness, vulnerability to victimization, vulnerability to physical assault, racial equality, marital status or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.1.5.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restrictive by law such as for domestic violence. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.1.5.5. Agreeing to on-site monitoring, on an annual basis, to review compliance, progress, and performance, which includes, but is not limited to:

2.1.5.5.1. Reviewing policies and procedures for services provided.

2.1.5.5.2. Reviewing financial analyses.

2.1.5.5.3. Reviewing for compliance with safety and hazard requirements.

2.1.5.5.4. Reviewing Data and HMIS entry standards.

2.1.5.6. Complying with New Hampshire Administrative Rules He-M 314 Rights of Persons Using Emergency Shelters. http://www.gencourt.state.nh.us/rules/state_agencies.he-m300.html and ensuring that individuals understand their rights

3. Reporting

3.1. The Contractor shall submit monthly reports to the Department, with the corresponding monthly invoice for payment that includes the aggregate number of individuals served, in accordance with Section 2.1.5.4 above, no later than the 10th day of the following month.

3.2. The Contractor shall submit an annual report to the Department, with the aggregate number of individuals served in accordance with Section 2.1.2.4, beginning September 30, 2020 and each year thereafter.

4. Performance Measures

4.1. The Contractor's performance shall be measured to ensure that the data is entered into HMIS in accordance with Section 2.1.5.4, above, and clients are receiving the assistance needed to meet their goals.

4.2. The Contractor shall be monitored for performance through reports available from the HMIS system that include but are not limited to:

4.2.1. Length of time persons remain homeless

4.2.2. The extent to which persons who exit homelessness to permanent housing destinations return to homelessness

4.2.3. Successful exit to permanent housing destinations

Exhibit B

Method and Conditions Precedent to Payment

1. Price Limitation: This agreement is one of multiple agreements that will serve the State Grant in Aid to Homeless program. ***No maximum or minimum client and service volume is guaranteed.*** Accordingly, the price limitation among all agreements is identified in Block 1.8 of the P-37 for the duration of the agreement.
2. The funding source for this agreement for State Grant in Aid (SGIA) Homeless Assistance program are 100% General Funds
   - 2.1. Funds for SGIA Homeless Assistance program across all vendors, statewide, are anticipated to be $7,000,000 and available in the following amounts:
     - 2.1.1. $3,500,000 for State Fiscal Year 2020.
     - 2.1.2. $3,500,000 for State Fiscal Year 2021.
   - 2.2. The Department will reimburse the Contractor at a rate of $11.00 per individual per day. The rate includes all services provided in this agreement on behalf of the individual per day.
3. Payments shall be made as follows:
   - 3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
   - 3.2. In lieu of hard copies submitted to the address listed in Section 5.4. Exhibit B., all invoices may be assigned an electronic signature and emailed to: housingsupportsinvoices@dhhs.nh.gov
   - 3.3. The Contractor shall keep detailed records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses. The Contractor shall return completed invoices, as provided by the Department, no later than thirty (30) days from the

date services are provided.

3.4. The Contractor shall submit completed invoices to:

State Grant in Aid to Homeless Program
Bureau of Housing Supports
Department of Health and Human Services
Division of Economic and Housing Stability
129 Pleasant Street
Concord, NH 03301
Phone: 603-271-9196

3.5. The State 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.

4. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials MR
Date 5/21/19

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name:

5/24/2019
Date

Michael Reinke
Executive Director
Name:
Title:

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:

5/24/2019
Date

Michael Reinke
Executive Director
Name:
Title:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

5/24/2019
Date

Michael Rowko
Executive Director
Name:
Title:

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:

5-24-2019
Date

Michael Rabuka
Executive Director
Name:
Title:

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

5-24-2019
Date

Michael Rosatka
Executive Director
Name:
Title:

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Vendor Initials MR

Date 5-24-19

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	Nashua Soup Kitchen & Shelter
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Michael Rainha
Name of Authorized Representative	Name of Authorized Representative
Director, DCHS	Executive Director
Title of Authorized Representative	Title of Authorized Representative
5/30/19	5-24-2019
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name:

5-24-2019
Date

Michael Rainka
Executive Director
Name:
Title:

FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 198884314

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Hampshire Catholic Charities. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), as amended on May 19, 2021, (Tabled Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. All references in the Contract and amendments to New Generation, Inc., including Form P-37 General Provisions, Block 1.3, Contractor name, are replaced with:

   New Hampshire Catholic Charities

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $415,103

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

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

11/7/2022
Date

DocuSigned by:
Karen Hebert
628C6CEB1B4A416...

Name: Karen Hebert
Title: Division Director

New Hampshire Catholic Charities

11/7/2022
Date

DocuSigned by:
Dominique Rust
EE03CC1A3262953...

Name: Dominique Rust
Title: VP & COO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/16/2022
Date

DocuSigned by:
Robyn Guarino
74873484941480
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NEW HAMPSHIRE CATHOLIC CHARITIES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 07, 1946. 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: **66153**

Certificate Number: **0005766055**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of April A.D. 2022.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

CERTIFICATE OF AUTHORITY

EJ Powers

I, _____, 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 New Hampshire Catholic Charities.
(Corporation/LLC Name)

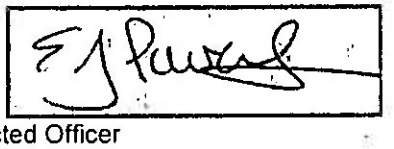
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 14, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Dominique Rust, Vice President and COO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of New Hampshire Catholic Charities to enter into contracts or agreements with the
(Name of Corporation/ LLC)
State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10/25/22



Signature of Elected Officer
Name: EJ Powers
Title: NHCC Board of Trustees Secretary

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2022

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 Porter & Curtis, LLC 225 State Road Media, PA 19063	CONTACT NAME: Suzanne Robotham PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: srobotham@portercurtis.com
INSURED NH CATHOLIC CHARITIES - ADMINISTRATION 100 William Loeb Drive Unit 3 MANCHESTER, NH 03109	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : PHILADELPHIA INDEMNITY INSURANCE COMPANY — 18058 INSURER B : CHURCH MUTUAL INSURANCE COMPANY — 18767 INSURER C : PRINCETON EXCESS AND SURPLUS LINES INSURANCE COMPA — 10786 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** C000222701 Account: 70000-000 **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 Special Event GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK2409717	06/16/2022	06/16/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			0500000 09-357981	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			N2-A3-FF-0000022-03	03/01/2022	03/01/2023	EACH OCCURRENCE AGGREGATE	$ $14,000,000 $ N/A
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Auto - Physical Damage			0500000 09-357981	03/01/2022	03/01/2023	ACV less $500 Comp./$500 Coll. Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The limits include applicable retentions. Evidence of insurance

CERTIFICATE HOLDER	CANCELLATION
State of NH, Department of Health and Human Services 129 Pleasant Street CONCORD, NH 03301	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 William P. Curtis

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

CATHOCHA1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Linda Jaeger, CIC
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: linda.jaeger@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIM Mutual Insurance Company	33758
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
New Hampshire Catholic Charities
100 William Loeb Drive
Manchester, NH 03109

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ECC60040006032022A 3A States: NH	11/01/2022	11/01/2023	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: New Hampshire Catholic Charities d/b/a New Generation

CERTIFICATE HOLDER

State of N.H.
Dept. of Health & Human Services
129 Pleasant Street
Concord, NH 03301-3857

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AFCZP

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

Our Mission

Grounded in the life and ministry of Jesus Christ, New Hampshire Catholic Charities responds to those in need with programs that heal, comfort and empower.

Our Vision

We envision a future where vulnerable people are protected and supported, family life and marriage are preserved and strengthened and all are cared for with compassion and respect. We strive to provide person-centered services to strengthen New Hampshire families and build independence.

Our Values

- **C**ollaboration
- **H**onor
- **O**ptimism
- **I**ntegrity
- **C**ompassion
- **E**xcellence
- **S**ervice

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

BAKER NEWMAN NOYES

New Hampshire Catholic Charities

Audited Combined Financial Statements, Supplementary Information, and Government Reports in Accordance With Uniform Guidance

Years Ended March 31, 2022 and 2021
With Independent Auditors' Report

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

NEW HAMPSHIRE CATHOLIC CHARITIES

AUDITED COMBINED FINANCIAL STATEMENTS, SUPPLEMENTARY INFORMATION, AND GOVERNMENT REPORTS IN ACCORDANCE WITH UNIFORM GUIDANCE

Years Ended March 31, 2022 and 2021

TABLE OF CONTENTS

Independent Auditors' Report	1
Audited Combined Financial Statements:	
Combined Statements of Financial Position	4
Combined Statement of Activities for the Year Ended March 31, 2022	6
Combined Statement of Activities for the Year Ended March 31, 2021	7
Combined Statement of Functional Expenses for the Year Ended March 31, 2022	8
Combined Statement of Functional Expenses for the Year Ended March 31, 2021	10
Combined Statements of Cash Flows	12
Notes to Combined Financial Statements	14
Supplementary Information:	
Schedule of Expenditures of Federal Awards	33
Notes to Schedule of Expenditures of Federal Awards	34
Schedules and Reports in Accordance with *Government Auditing Standards*:	
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*	36
Independent Auditors' Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance	38
Schedule of Findings and Questioned Costs	41
Summary Schedule of Prior Audit Findings	42

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

BAKER NEWMAN NOYES

Baker Newman & Noyes LLC
MAINE I MASSACHUSETTS I NEW HAMPSHIRE
800.244.7444 I www.bnncpa.com

INDEPENDENT AUDITORS' REPORT

The Board of Trustees
New Hampshire Catholic Charities

Opinion

We have audited the accompanying combined financial statements of New Hampshire Catholic Charities, d/b/a Catholic Charities New Hampshire (the Organization), which comprise the combined statements of financial position as of March 31, 2022 and 2021, the related combined statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the combined financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Organization as of March 31, 2022 and 2021, and the results of their operations, their functional expenses and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* (*Government Auditing Standards*), issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

The Board of Trustees
New Hampshire Catholic Charities

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the 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 financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

The Board of Trustees
New Hampshire Catholic Charities

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated July 12, 2022 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control over financial reporting and compliance.

Baker Newman & Noyes LLC

July 12, 2022, except as to the Supplementary
Schedule of Expenditures of Federal Awards and
Report on Compliance for Each Major Federal Program
for which the date is October 3, 2022

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

NEW HAMPSHIRE CATHOLIC CHARITIES

COMBINED STATEMENTS OF FINANCIAL POSITION

March 31, 2022 and 2021

ASSETS
(In thousands)

	2022	2021
Current assets:		
Cash and cash equivalents	$ 31,427	$ 28,159
Accounts receivable	4,136	4,743
Pledges and grants receivable	49	1,686
Inventory	763	1,895
Prepaid expenses	166	179
Patient, tenant and other cash held in trust	435	432
Total current assets	36,976	37,094
Restricted cash	163	163
Fixed assets:		
Land and improvements	2,384	2,215
Building and improvements	60,445	59,335
Equipment and vehicles	9,080	8,918
Furniture and fixtures	3,113	3,177
Leasehold improvements	1,379	1,273
Construction in process	807	440
	77,208	75,358
Less accumulated depreciation	(38,128)	(35,989)
Fixed assets, net	39,080	39,369
Other assets:		
Investments, at fair value	63,582	55,955
Other assets held for restrictive purposes	396	396
Other	348	485
Total other assets	64,326	56,836
Total assets	$140,545	$133,462

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

LIABILITIES AND NET ASSETS
(In thousands)

	2022	2021
Current liabilities:		
Current portion of long-term debt	$ 692	$ 872
Accounts payable:		
Trade	952	1,558
Other	644	744
Affiliates	83	38
Accrued salaries and wages	785	1,124
Employee benefits payable	1,172	1,252
Patient, tenant and other cash held in trust	435	432
Deferred revenue	1,675	77
Total current liabilities	6,438	6,097
Long-term debt, net of current portion:		
Principal amount	15,173	15,917
Less unamortized bond issuance costs	(44)	(199)
Long-term debt, less unamortized bond issuance costs	15,129	15,718
Total liabilities	21,567	21,815
Net assets:		
Without donor restrictions:		
Undesignated	88,518	80,110
Board-designated for capital reserves	17,281	16,663
	105,799	96,773
With donor restrictions:		
Purpose restrictions	10,678	12,295
Restricted endowment appreciation	440	518
Restricted in perpetuity – endowment	2,061	2,061
	13,179	14,874
Total net assets	118,978	111,647
Total liabilities and net assets	$140,545	$133,462

See accompanying notes.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

NEW HAMPSHIRE CATHOLIC CHARITIES

COMBINED STATEMENT OF ACTIVITIES

Year Ended March 31, 2022
(In thousands)

	Without Donor Restrictions	With Donor Restrictions	Total
Revenues, gains and other support:			
Patient and resident services	$ 46,105	$ –	$ 46,105
Annual appeal	3,973	–	3,973
Bequests, donations and fundraising	13,339	1,480	14,819
In-kind donations	19,925	–	19,925
Net assets released from restrictions	3,403	(3,403)	–
Management fee income	143	–	143
COVID-19 related funding	482	–	482
Other	1,618	–	1,618
Total revenue, gains and other support	88,988	(1,923)	87,065
Expenses:			
Program services:			
Rehabilitation and nursing centers, including interest of $122	37,615	–	37,615
Family services	1,088	–	1,088
Parish and community services	1,513	–	1,513
Children's school	1,745	–	1,745
Senior living communities, including interest of $220	1,482	–	1,482
Assisted living services, including interest of $15	1,663	–	1,663
Caregivers	432	–	432
Liberty House	1,164	–	1,164
New Generation	483	–	483
St. Jacinta Healthcare Staffing	2,368	–	2,368
Unmarried mothers and adoption	89	–	89
Food bank program	29,243	–	29,243
Food bank real estate	346	–	346
Our Place	503	–	503
Residence for infirmed priests, including interest of $45	283	–	283
Immigration	1,052	–	1,052
Other programs	653	–	653
Fundraising:			
Annual campaign and other events	2,262	–	2,262
Support services:			
General and administrative, including interest of $21	3,231	1	3,232
Total expenses	87,215	1	87,216
Investment income, net	1,111	229	1,340
Forgiveness of Paycheck Protection Program Loans	6,142	–	6,142
Total change in net assets	9,026	(1,695)	7,331
Net assets, beginning of year	96,773	14,874	111,647
Net assets, end of year	$105,799	$13,179	$118,978

See accompanying notes.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

NEW HAMPSHIRE CATHOLIC CHARITIES

COMBINED STATEMENT OF ACTIVITIES

Year Ended March 31, 2021
(In thousands)

	Without Donor Restrictions	With Donor Restrictions	Total
Revenues, gains and other support:			
Patient and resident services	$46,852	$ –	$ 46,852
Annual appeal	3,793	–	3,793
Bequests, donations and fundraising	17,805	4,727	22,532
In-kind donations	17,618	–	17,618
Net assets released from restrictions	1,203	(1,203)	–
Management fee income	139	–	139
COVID-19 related funding	7,416	–	7,416
Other	1,827	–	1,827
Total revenue, gains and other support	96,653	3,524	100,177
Expenses:			
Program services:			
Rehabilitation and nursing centers, including interest of $147	40,267	–	40,267
Family services	887	–	887
Parish and community services	1,452	–	1,452
Children's school	1,745	–	1,745
Senior living communities, including interest of $328	1,427	–	1,427
Assisted living services, including interest of $24	1,835	–	1,835
Caregivers	342	–	342
Liberty House	751	–	751
St. Jacinta Healthcare Staffing	1,775	–	1,775
Unmarried mothers and adoption	103	–	103
Food bank program	25,807	–	25,807
Food bank real estate	341	–	341
Our Place	468	–	468
Residence for infirmed priests, including interest of $43	288	–	288
Immigration	980	–	980
Other programs	519	–	519
Fundraising:			
Annual campaign and other events	1,947	–	1,947
Support services:			
General and administrative, including interest of $17	3,182	–	3,182
Total expenses	84,116	–	84,116
Investment income, net	13,441	1,645	15,086
Total change in net assets	25,978	5,169	31,147
Net assets, beginning of year	70,795	9,705	80,500
Net assets, end of year	$96,773	$14,874	$111,647

See accompanying notes.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

NEW HAMPSHIRE CATHOLIC CHARITIES

COMBINED STATEMENT OF FUNCTIONAL EXPENSES
(WITH SUPPLEMENTAL COMBINING INFORMATION)

Year Ended March 31, 2022
(In thousands)

	Without Donor Restrictions											
	Supplemental Combining Information											
	Family Services	Parish and Community Services	Our Place	Residence for Infirmed Priests	Immi-gration	Care-givers	Liberty House	St. Jacinta Healthcare Staffing	New Gen-eration	Other Programs	Total Programs/ Home Office	Food Bank
Salaries and wages	$ 657	$ 854	$ 275	$ 59	$ 659	$ 212	$ 430	$ 2,031	$ 286	$ 293	$ 5,756	$ 1,548
Employee benefits	116	168	62	12	132	51	95	34	22	27	719	330
Payroll taxes	47	60	19	–	49	15	–	154	21	20	385	111
Professional fees	–	–	–	1	–	–	5	–	–	26	32	39
Fundraising costs	–	–	–	–	–	–	–	–	–	–	–	–
Purchased services - healthcare	–	–	–	4	–	–	–	–	–	–	4	–
Purchased services – COVID-19	–	–	–	–	–	–	–	–	–	–	–	–
Financial assistance and scholarships	–	–	–	–	–	–	–	–	–	–	–	–
Other purchased services	5	8	30	–	6	2	23	–	20	53	147	408
Advertising and promotion	1	–	–	–	–	30	20	–	1	4	56	43
Recruiting advertising	–	–	–	–	–	2	–	4	–	–	6	1
Office supplies	2	3	1	1	4	2	2	–	2	1	18	10
Healthcare supplies	–	–	–	1	–	–	–	–	–	–	1	–
Other supplies	2	2	2	8	3	2	182	–	22	19	242	92
Postage and shipping	–	3	–	–	1	1	6	–	1	1	13	336
Program materials	–	–	25	–	–	2	–	–	8	–	35	53
Printing	–	1	–	–	–	7	28	–	1	–	37	426
Telephone	10	12	4	1	5	2	5	1	5	5	50	16
Dues and subscriptions	1	–	–	–	17	–	–	–	–	4	22	10
Information technology	23	25	2	3	20	8	14	14	4	7	120	90
Rent and occupancy costs	41	64	8	40	15	30	33	7	37	102	377	536
Equipment maintenance, repair and rentals	2	4	5	1	3	2	55	–	7	–	79	159
Travel	5	6	2	–	1	1	4	107	2	1	129	62
Hospitality	–	1	–	–	–	–	1	–	–	1	3	–
Conferences and meetings	2	–	2	–	4	–	1	8	3	–	20	39
Education and activities	–	–	–	–	–	–	–	–	–	–	–	–
Interest	–	–	–	45	–	–	–	–	–	–	45	–
Depreciation	–	–	6	49	–	17	192	1	31	353	649	119
Insurance	7	9	4	9	4	6	15	7	5	41	107	51
Miscellaneous	5	–	–	–	–	4	2	–	1	6	18	23
Grants and awards	–	85	1	–	2	–	–	–	1	25	114	254
Food purchases and vending	–	1	–	29	–	17	1	–	1	–	49	5,712
Food donations	–	–	–	–	–	–	–	–	–	–	–	18,690
Vista cost share	–	–	–	–	–	–	–	–	–	46	46	–
Parish allocations	–	–	–	–	–	–	–	–	–	–	–	–
Nursing facility assessment tax	–	–	–	–	–	–	–	–	–	–	–	–
Bad debts (recoveries)	–	–	–	–	–	–	–	–	–	–	–	–
Administration costs	159	207	54	20	126	48	48	–	–	52	714	354
RCB sponsorship	–	–	–	–	–	–	–	–	–	–	–	–
Bank service charges	3	–	1	–	1	1	2	–	2	1	11	76
	$ 1,088	$ 1,513	$ 503	$ 283	$ 1,052	$ 462	$ 1,164	$ 2,368	$ 483	$ 1,088	$ 10,004	$ 29,588

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

	Without Donor Restrictions										
	Supplemental Combining Information										
	St. Charles School	Six Rehabilitation and Nursing Centers	Senior Living Communities	Warde Assisted Living	Total Program Services	Total Fundraising	General and Administration	Eliminations	Total Without Donor Restrictions	With Donor Restrictions	Total
Salaries and wages	$ 1,154	$ 17,015	$ 166	$ 917	$26,556	$ 1,144	$ 2,341	$ –	$ 30,041	$ –	$ 30,041
Employee benefits	192	3,320	75	106	4,742	208	392	–	5,342	–	5,342
Payroll taxes	81	1,247	11	53	1,888	81	160	–	2,129	–	2,129
Professional fees	10	127	4	4	216	–	158	–	374	–	374
Fundraising costs	–	–	–	–	–	373	–	–	373	–	373
Purchased services - healthcare	48	8,743	20	25	8,840	–	–	(2,302)	6,538	–	6,538
Purchased services – COVID-19	–	40	–	–	40	–	–	–	40	–	40
Financial assistance and scholarships	2	–	–	–	2	–	–	–	2	–	2
Other purchased services	–	123	16	2	696	–	18	–	714	–	714
Advertising and promotion	–	8	4	5	116	10	7	–	133	–	133
Recruiting advertising	1	100	1	14	123	–	40	–	163	–	163
Office supplies	5	58	2	1	94	4	9	–	107	–	107
Healthcare supplies	–	1,045	–	2	1,048	–	–	–	1,048	–	1,048
Other supplies	24	452	15	39	864	3	21	–	888	–	888
Postage and shipping	1	10	–	–	360	42	6	–	408	–	408
Program materials	5	–	–	–	93	–	–	–	93	–	93
Printing	–	4	–	1	468	128	8	–	604	–	604
Telephone	4	109	2	5	186	7	31	–	224	–	224
Dues and subscriptions	2	92	1	4	131	4	34	–	169	–	169
Information technology	12	227	13	6	468	35	194	–	697	–	697
Rent and occupancy costs	53	1,324	358	242	2,890	–	290	(375)	2,805	1	2,806
Equipment maintenance, repair and rentals	8	123	2	5	376	9	14	–	399	–	399
Travel	1	8	1	1	202	3	28	–	233	–	233
Hospitality	–	–	–	–	3	3	16	–	22	–	22
Conferences and meetings	8	81	–	1	149	13	83	–	245	–	245
Education and activities	4	–	–	–	4	–	–	–	4	–	4
Interest	–	122	220	15	402	–	21	–	423	–	423
Depreciation	97	1,185	402	57	2,509	–	215	–	2,724	–	2,724
Insurance	23	786	41	33	1,041	–	52	–	1,093	–	1,093
Miscellaneous	2	158	118	18	337	–	55	–	392	–	392
Grants and awards	–	–	–	–	368	39	183	–	590	–	590
Food purchases and vending	8	984	2	110	6,865	–	–	–	6,865	–	6,865
Food donations	–	–	–	–	18,690	–	–	–	18,690	–	18,690
Vista cost share	–	–	–	–	46	–	–	–	46	–	46
Parish allocations	–	–	–	–	–	35	–	–	35	–	35
Nursing facility assessment tax	–	2,229	–	–	2,229	–	–	–	2,229	–	2,229
Bad debts (recoveries)	–	189	8	(3)	194	–	–	–	194	–	194
Administration costs	–	–	–	–	1,068	93	(1,161)	–	–	–	–
RCB sponsorship	–	–	–	–	–	–	15	–	15	–	15
Bank service charges	–	8	–	–	95	28	1	–	124	–	124
	$ 1,745	$ 39,917	$ 1,482	$ 1,663	$84,399	$ 2,262	$ 3,231	$ (2,677)	$ 87,215	$ 1	$ 87,216

See accompanying notes.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

NEW HAMPSHIRE CATHOLIC CHARITIES

COMBINED STATEMENT OF FUNCTIONAL EXPENSES
(WITH SUPPLEMENTAL COMBINING INFORMATION)

Year Ended March 31, 2021
(In thousands)

	Without Donor Restrictions										
	Supplemental Combining Information										
	Family Services	Parish and Community Services	Our Place	Residence for Infirmed Priests	Immi-gration	Care-givers	Liberty House	St. Jacinta Healthcare Staffing	Other Programs	Total Programs/ Home Office	Food Bank
Salaries and wages	$ 539	$ 763	$ 268	$ 71	$ 625	$ 173	$ 352	$ 1,561	$ 244	$ 4,596	$ 1,375
Employee benefits	92	147	66	15	124	46	65	55	29	639	256
Payroll taxes	38	53	18	1	45	12	–	123	17	307	98
Professional fees	1	–	–	1	–	–	6	1	6	15	24
Fundraising costs	–	–	–	–	–	1	7	–	–	8	–
Purchased services - healthcare	–	–	–	4	–	–	–	–	–	4	–
Purchased services – COVID-19	–	–	–	–	–	–	–	–	–	–	–
Financial assistance and scholarships	–	–	–	–	–	–	–	–	–	–	–
Other purchased services	31	9	26	–	7	2	10	–	48	133	240
Advertising and promotion	1	–	–	–	–	17	25	–	–	43	47
Recruiting advertising	1	1	–	–	–	–	–	3	–	5	1
Office supplies	2	3	1	1	3	2	3	–	1	16	8
Healthcare supplies	–	–	–	–	–	–	–	–	–	–	–
Other supplies	2	4	4	8	2	2	32	–	8	62	86
Postage and shipping	1	3	–	–	1	1	4	–	1	11	327
Program materials	–	1	15	–	–	1	–	–	4	21	40
Printing	7	1	–	–	1	1	13	–	–	23	365
Telephone	9	11	4	1	7	2	4	–	3	41	17
Dues and subscriptions	1	–	–	1	17	1	–	–	2	22	9
Information technology	21	30	4	2	21	7	19	12	4	120	84
Rent and occupancy costs	33	63	6	31	22	30	29	–	107	321	534
Equipment maintenance, repair and rentals	2	3	2	1	2	2	36	–	1	49	140
Travel	2	1	1	–	–	1	2	13	1	21	53
Hospitality	–	–	–	–	–	–	2	–	–	2	1
Conferences and meetings	2	–	–	–	–	–	–	4	–	6	6
Education and activities	–	–	–	–	–	–	–	–	–	–	–
Interest	–	–	–	43	–	–	–	–	–	43	–
Depreciation	–	–	4	48	–	11	90	–	347	500	96
Insurance	6	10	4	7	5	8	12	3	32	87	49
Miscellaneous	–	–	3	–	–	1	1	–	5	10	59
Grants and awards	–	173	–	–	–	–	2	–	25	200	264
Food purchases and vending	–	–	–	29	–	19	–	–	–	48	4,567
Food donations	–	–	–	–	–	–	–	–	–	–	17,030
Vista cost share	–	–	–	–	–	–	–	–	35	35	–
Parish allocations	–	–	–	–	–	–	–	–	–	–	–
Nursing facility assessment tax	–	–	–	–	–	–	–	–	–	–	–
Bad debts (recoveries)	–	–	–	–	–	–	–	–	–	–	–
Administration costs	93	176	41	24	96	32	34	–	43	539	223
RCB sponsorship	–	–	–	–	–	–	–	–	–	–	–
Bank service charges	3	–	1	–	2	–	3	–	–	9	153
	$ 887	$ 1,452	$ 468	$ 288	$ 980	$ 372	$ 751	$ 1,775	$ 963	$ 7,936	$ 26,152

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

	Without Donor Restrictions										
	Supplemental Combining Information										
	St. Charles School	Six Rehabilitation and Nursing Centers	Senior Living Communities	Warde Assisted Living	Total Program Services	Total Fundraising	General and Administration	Eliminations	Total Without Donor Restrictions	With Donor Restrictions	Total
Salaries and wages	$ 1,070	$ 16,336	$ 188	$ 1,066	$24,631	$ 1,092	$ 2,310	$ –	$ 28,033	$ –	$ 28,033
Employee benefits	243	3,749	75	139	5,101	211	387	–	5,699	–	5,699
Payroll taxes	73	1,155	14	72	1,719	76	155	–	1,950	–	1,950
Professional fees	13	88	5	9	154	–	139	–	293	–	293
Fundraising costs	–	–	–	–	8	72	–	–	80	–	80
Purchased services - healthcare	57	10,343	4	16	10,424	–	–	(1,580)	8,844	–	8,844
Purchased services – COVID-19	–	941	–	1	942	–	–	–	942	–	942
Financial assistance and scholarships	2	–	–	–	2	–	–	–	2	–	2
Other purchased services	–	73	7	1	454	–	24	–	478	–	478
Advertising and promotion	–	8	3	4	105	14	2	–	121	–	121
Recruiting advertising	–	107	–	8	121	–	31	–	152	–	152
Office supplies	6	58	2	4	94	5	10	–	109	–	109
Healthcare supplies	–	1,194	–	5	1,199	–	–	–	1,199	–	1,199
Other supplies	29	471	12	46	706	–	16	–	722	–	722
Postage and shipping	1	13	–	–	352	48	12	–	412	–	412
Program materials	8	–	–	–	69	–	–	–	69	–	69
Printing	–	4	1	1	394	110	13	–	517	–	517
Telephone	4	108	3	5	178	6	25	–	209	–	209
Dues and subscriptions	–	90	2	6	129	3	20	–	152	–	152
Information technology	16	215	10	6	451	28	166	–	645	–	645
Rent and occupancy costs	47	1,273	323	205	2,703	–	193	(375)	2,521	–	2,521
Equipment maintenance, repair and rentals	5	128	3	6	331	6	12	–	349	–	349
Travel	2	4	–	–	80	1	20	–	101	–	101
Hospitality	–	–	–	–	3	3	3	–	9	–	9
Conferences and meetings	10	39	–	1	62	13	30	–	105	–	105
Education and activities	4	–	–	–	4	–	–	–	4	–	4
Interest	–	147	328	24	542	–	17	–	559	–	559
Depreciation	105	1,234	400	58	2,393	–	203	–	2,596	–	2,596
Insurance	20	864	41	37	1,098	–	34	–	1,132	–	1,132
Miscellaneous	2	161	3	3	238	–	48	–	286	–	286
Grants and awards	–	–	–	–	464	143	130	–	737	–	737
Food purchases and vending	9	945	2	108	5,679	–	–	–	5,679	–	5,679
Food donations	–	–	–	–	17,030	–	–	–	17,030	–	17,030
Vista cost share	–	–	–	–	35	–	–	–	35	–	35
Parish allocations	–	–	–	–	–	14	–	–	14	–	14
Nursing facility assessment tax	–	2,317	–	–	2,317	–	–	–	2,317	–	2,317
Bad debts (recoveries)	19	(226)	–	4	(203)	–	–	–	(203)	–	(203)
Administration costs	–	–	–	–	762	72	(834)	–	–	–	–
RCB sponsorship	–	–	–	–	–	–	15	–	15	–	15
Bank service charges	–	8	1	–	171	30	1	–	202	–	202
	$ 1,745	$ 41,847	$ 1,427	$ 1,835	$80,942	$ 1,947	$ 3,182	$ (1,955)	$ 84,116	$ –	$ 84,116

See accompanying notes.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

NEW HAMPSHIRE CATHOLIC CHARITIES

COMBINED STATEMENTS OF CASH FLOWS

Years Ended March 31, 2022 and 2021
(In thousands)

	2022	2021
Operating activities:		
Change in net assets	$ 7,331	$ 31,147
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Restricted donations	(1,480)	(4,727)
Contribution of assets from acquisition	(957)	(331)
Depreciation	2,724	2,596
Amortization of bond issuance costs	2	17
Loss (gain) on investments, net	670	(13,986)
Net investment income reinvested	(1,985)	(1,177)
Forgiveness of Paycheck Protection Program Loans	(6,142)	–
Food donations received	(19,556)	(17,522)
Food donations distributed	18,690	17,030
Changes in operating assets and liabilities:		
Accounts receivable	607	773
Inventory	1,998	(501)
Prepaid expenses	13	13
Pledges and grants receivable	1,637	(1,365)
Due to/from affiliates	45	5
Other assets	137	(292)
Accounts payable and accrued expenses	(1,125)	(572)
Deferred revenue	1,598	75
Net cash provided by operating activities	4,207	11,183
Investing activities:		
Purchases of fixed assets	(1,702)	(3,849)
(Purchases) sales of investments, net	(6,051)	179
Cash change related to acquisitions	(37)	256
Net cash used by investing activities	(7,790)	(3,414)
Financing activities:		
Proceeds from issuance of long-term debt	–	207
Proceeds from Paycheck Protection Program Loans	6,142	–
Principal payments on long-term debt	(924)	(900)
Bond issuance costs, net	153	–
Restricted donations	1,480	4,727
Net cash provided by financing activities	6,851	4,034
Increase in cash, cash equivalents and restricted cash	3,268	11,803
Cash, cash equivalents and restricted cash, beginning of year	28,322	16,519
Cash, cash equivalents and restricted cash, end of year	$ 31,590	$ 28,322

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

NEW HAMPSHIRE CATHOLIC CHARITIES

COMBINED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended March 31, 2022 and 2021
(In thousands)

	2022	2021
Supplemental disclosure of cash flow information:		
Interest paid	$ 421	$ 542
Certain assets and liabilities were acquired and recorded at their estimated fair values as a result of the acquisitions described in note 1.		
Reconciliation of the combined statements of cash flows to the combined statements of financial position:		
Cash and cash equivalents	$ 31,427	$ 28,159
Restricted cash	163	163
	$ 31,590	$ 28,322

See accompanying notes.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

1. Description of Organization and Summary of Significant Accounting Policies

Organization

New Hampshire Catholic Charities d/b/a Catholic Charities New Hampshire (the Organization) is a nonprofit organization which provides health and social service programs to individuals throughout the State of New Hampshire. As of March 31, 2022, the Organization owns and operates the following wholly-owned agencies: six licensed rehabilitation and nursing centers, one assisted living facility, four senior living communities, a food bank and a children's school, all of which are located in New Hampshire.

The combined financial statements include the accounts of the social service activities of the Organization and its wholly-owned agencies and funds: Mount Carmel, St. Vincent de Paul, St. Ann, St. Francis, St. Teresa, and Warde Rehabilitation and Nursing Centers (collectively the Rehabilitation and Nursing Centers); Warde Assisted Living; Bishop Bradley, Bishop Primeau and Bishop Gendron Senior Living Communities and Searles Place at Warde (collectively the Senior Living Communities); St. Charles School; the New Hampshire Food Bank (the Food Bank); and the associated donor-restricted funds. Warde Rehabilitation and Nursing Center, Warde Assisted Living and Searles Place at Warde are collectively referred to herein as Warde Health Center. All significant interagency balances and transactions have been eliminated in the accompanying combined financial statements.

On October 3, 2020, the Organization entered into a program and acquisition agreement to acquire the programs and assets of Guardian Angel Thrift Shop, a nonprofit organization in New Hampshire that offers a wide range of clothing, collectibles, furniture and other household items, with proceeds supporting emergency assistance needs for individuals and families throughout the greater Berlin, New Hampshire area. There was no consideration paid for the acquisition, and the Organization received net assets with a fair value of approximately $331.

On May 31, 2021, the Organization entered into a program and acquisition agreement to acquire the programs and assets of New Generation, Inc., a nonprofit organization in New Hampshire that operates a shelter home for pregnant women and parenting homeless women and their infants in Greenland, New Hampshire. There was no consideration paid for the acquisition, and the Organization received net assets with an estimated fair value of approximately $957.

The Food Bank's assets, liabilities, net assets, revenues and expenses are separately stated in the combining information. Any revenue received from and expenses resulting from the capital campaign initiated by the Organization on behalf of the Food Bank were considered fundraising revenue or expense. The capital campaign funds were used to defray costs associated with the purchase and renovation of a warehouse used by the Food Bank, land improvements to the property, and fixed equipment (see note 11). These assets are considered to be owned by the Home Office. The related expenses and depreciation expense for these assets are included in the Home Office accounts. Included in the Food Bank accounts is rent expense of $345 for both 2022 and 2021 for the use of the facility, which has been eliminated in the combined totals.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Basis of Presentation

The accompanying combined financial statements have been prepared using the accrual basis of accounting. In accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), the Organization is required 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 Organization. These net assets may be used at the discretion of the Organization's management and the Board of Trustees.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization, or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Cash and Cash Equivalents

The Organization considers certificates of deposit and other highly liquid debt instruments with a maturity of three months or less from the date of purchase to be cash equivalents.

The Organization considers money market accounts and other highly liquid debt securities managed by its investment advisors as investments and not as cash equivalents, since it is the Organization's intention to invest these funds for long-term purposes.

The Organization customarily maintains amounts on deposit in various bank and brokerage accounts which, at times, may exceed the limit of federal deposit insurance coverage. The Organization has not experienced any losses on such accounts.

Accounts Receivable

Patient accounts receivable for which the unconditional right to payment exists are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. Accounts receivable at March 31, 2022 and 2021 reflect the fact that any estimated uncollectible amounts are generally considered implicit price concessions that are a direct reduction to accounts receivable rather than allowance for doubtful accounts. Certain uncollectible amounts that are not deemed to be price concessions may continue to be reported as bad debts in the accompanying combined statements of activities. At March 31, 2022 and 2021, estimated implicit price concessions of $459 and $337, respectively, have been recorded as reductions to accounts receivable balances to enable the Organization to record revenues and accounts receivable at the estimated amounts expected to be collected.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

A substantial portion (approximately 87% in 2022 and 85% in 2021) of accounts receivable arose from the operations of the Rehabilitation and Nursing Centers, and are primarily due from the Federal Government and the State of New Hampshire. The Organization does not generally require collateral for the extension of credit.

Pledges and Grants Receivable

Pledges receivable are recognized as revenue when the unconditional promise to give is made. Pledges are recorded at the net present value of estimated future cash flows. The Organization estimates the allowance for uncollectible pledges based on specific review, current economic conditions and historical loss factors, if applicable. See note 11.

Conditional grants are recognized as revenue when the applicable terms and conditions required to retain the grants are met. Grants earned but not yet received are recorded as grants receivable in the accompanying combined statements of financial position.

Inventory

Inventory consists primarily of food and products which are purchased for resale by the Organization and product which is donated. Inventory values for purchased products are stated at the lower of cost or net realizable value. Donated inventory items are valued at the estimated average wholesale value of one pound of donated product as outlined in the "Product Valuation Survey Methodology," prepared by Feeding America, of which the Food Bank is a member. The Organization may provide for an allowance for obsolescence based on specific review and historical loss factors. Management determined that no allowance for inventory obsolescence was required at March 31, 2022 and 2021.

Fixed Assets

It is the Organization's policy to capitalize fixed assets over five hundred dollars. Lesser amounts are charged to operations. Fixed assets are capitalized at cost if purchased or at their estimated fair value if the assets are donated.

The Organization provides for depreciation of its fixed assets on the straight-line method by charges to expense in amounts estimated to recover the initial carrying value of the assets over their estimated useful lives. Depreciation expense was $2,724 in 2022 and $2,596 in 2021.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Investments

Investments are carried at fair value in the accompanying combined statements of financial position. See note 12 for fair value measurement disclosures for investments. The Organization classifies its investments as trading securities. Investment income (loss) (including realized and unrealized gains and losses on investments, interest and dividends) is included as a component of the change in net assets without donor restrictions unless the income is restricted by donor or law.

The Organization invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near-term and that such changes could materially affect the amounts reported in the accompanying combined financial statements.

Bond Issuance Costs

Bond issuance costs incurred to obtain financing for capital projects are amortized to interest expense using the straight-line method, which approximates the effective interest method, over the life of the bonds.

Functional Allocation of Expenses

The Home Office allocates employee salaries to various salary expense classifications. This allocation is based on management estimates of the percentage of time each individual devotes to each type of service. The Home Office also allocates administrative expenses to the various programs based on estimates made by management of the Organization.

Patient and Resident Services Revenue

Patient and resident services revenue is reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient and resident care. These amounts are due from patients, third-party payors and others. Revenue is recognized as the performance obligations are satisfied. The Organization determined that the services provided under the contracts with patients and residents are considered one performance obligation. Revenue is recognized when the performance obligation is satisfied by transferring control of the service provided to the resident or patient, which is generally when services are provided over the duration of care. The Organization also provides certain ancillary services which are treated as a separate performance obligation satisfied at a point in time, if and when those services are rendered.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Patient and resident services revenue includes income earned from the care of private paying residents and residents covered under the Federal Medicare Program or the State of New Hampshire Medicaid Program as reimbursement of costs incurred in the care of residents in the Rehabilitation and Nursing Centers. The Federal Government and the State of New Hampshire set the rate of reimbursement for the care of residents eligible under the Medicare and Medicaid Programs, respectively. These rates may be less than the actual costs incurred by the facilities to care for the residents. Approximately 72% and 73% of patient and resident services revenue was derived from the Medicaid and Medicare programs for the years ended March 31, 2022 and 2021, respectively. Total patient and resident services revenue of the Rehabilitation and Nursing Centers was $40,725 in 2022 and $41,539 in 2021.

For the skilled nursing facility (SNF) services provided, the Organization is paid a predetermined fixed daily rate for private pay residents. The Organization is also paid fixed daily rates from Medicare and Medicaid. Rate adjustments from Medicare or Medicaid are recorded when known (without regard to when the assessment is paid or withheld), and subsequent adjustments to these amounts are recorded in revenues when known. Billings under certain of these programs are subject to audit and possible retroactive adjustment, and related revenue is recorded at the amount the Organization ultimately expects to receive, which is inclusive of the estimated retroactive adjustments or refunds, if any, under reimbursement programs. Retroactive adjustments are recorded on an estimated basis in the period the related services are rendered and adjusted in future periods or as final settlements are determined. Such adjustments were not significant for 2022 and 2021.

The State of New Hampshire imposes a 5.5% assessment on the patient and resident services revenue of nursing facilities as a means to potentially increase Medicaid reimbursement rates through quality incentive revenue payments. The accompanying combined statements of activities include the following amounts related to this legislation:

	2022	2021
Quality incentive revenue (included in patient and resident services revenue)	$ 5,373	$ 4,970
Nursing facility assessment tax (included in rehabilitation and nursing centers expenses)	(2,229)	(2,317)
Net effect on combined statements of activities	$ 3,144	$ 2,653

At March 31, 2022 and 2021, the Rehabilitation and Nursing Centers were due $1,329 and $1,117, respectively, in quality incentive revenue and owed $529 and $540, respectively, for nursing facility assessment tax. These amounts are included in accounts receivable and accounts payable, respectively, in the accompanying combined statements of financial position.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates may change by a material amount in the near term.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Income Taxes

The Organization is exempt from federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes has been recorded in the accompanying combined financial statements. Management evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to the accompanying combined financial statements.

Donated Goods and Services

Donated goods and services are reported as support at estimated fair value at the date of the gift. During the years ended March 31, 2022 and 2021, the Food Bank received approximately $19,556 and $17,522, respectively, of donated product. The approximate average wholesale value of one pound of donated product at the national level, which was determined to be $1.79 in 2022 and $1.74 in 2021, was based on a study performed by Feeding America, of which the Food Bank is a member.

Food donations are reported as a program expense when the food is distributed to local distribution centers and needy individuals. During the years ended March 31, 2022 and 2021, the Food Bank distributed approximately $18,690 and $17,030, respectively, of donated product.

Exclusive of the donated food, other in-kind donations and services for which fair value can be validated and requiring special expertise have been reflected in the accompanying combined financial statements at their estimated fair value. For the years ended March 31, 2022 and 2021, the Organization received approximately $369 and $96 in other donated goods and services, respectively.

In addition, a number of individuals and organizations have volunteered their services to the Organization. For those services that do not require special expertise, the estimated value of such donated services has not been recorded in the accompanying combined financial statements.

Restricted Support

The Organization reports gifts of cash, fixed assets and other assets as donor-restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with restrictions are reclassified to net assets without donor restrictions in the combined statements of activities as net assets released from restrictions. In the absence of donor-imposed stipulations regarding how long donated fixed assets must be used, the Organization has adopted a policy of reporting the expiration of donor restrictions when the donated or acquired long-lived assets are placed in service. The Organization has adopted a policy of treating donor-restricted donations, whose restrictions are met within the same year, as donations within net assets without donor restrictions in the accompanying combined statements of activities.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Net assets with donor restrictions were available for the following purposes at March 31:

	2022	2021
Subject to expenditure for specified purposes:		
Educational scholarships	$ 339	$ 327
Benefit of children	962	971
Benefit of elderly	2,864	2,762
Food bank	3,246	5,034
Other	3,267	3,201
	$10,678	$12,295
Restricted endowment:		
Benefit of elderly	$ 587	$ 605
Benefit of children	756	777
Charitable programs	1,117	1,157
Other	41	40
	$ 2,501	$ 2,579

Net assets were released from donor restrictions as follows for the years ended March 31:

	2022	2021
Satisfaction of donor restrictions	$ 3,231	$ 1,103
Release of appropriated endowment funds	172	100
	$ 3,403	$ 1,203

Use of Estimates

The preparation of combined financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the combined financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Annual Campaign

The Organization solicits donations from the general public during its annual campaign. Pledges from the annual campaign that remain uncollected as of the end of the year are recorded in the accompanying combined financial statements at their estimated net collectible amounts.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Board Designated Net Assets

The Organization's Board of Trustees has designated certain assets be held and used for future long-term capital expenditures of the Rehabilitation and Nursing Centers and the Senior Living Communities. These assets totaled $17,281 and $16,663 at March 31, 2022 and 2021, respectively, and are included in investments in the accompanying combined statements of financial position.

Advertising Costs

It is the Organization's policy to expense advertising and promotion costs as incurred. Advertising and promotion costs were $133 and $121 in 2022 and 2021, respectively.

New Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board issued Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842)*, which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for the Organization beginning April 1, 2022. The guidance may be adopted retrospectively. Management expects the adoption of this ASU to result in the recognition of a liability and offsetting right-of-use asset totaling approximately $3.5 million.

In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets.* ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires entities to present contributed nonfinancial assets as a separate line item in the combined statement of activities and disclose the amount of contributed nonfinancial assets recognized within the combined statement of activities by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 is effective for the Organization beginning April 1, 2022. The adoption of ASU 2020-07 is not expected to have a significant impact on its combined financial statements.

Risks and Uncertainties

On March 11, 2020, the World Health Organization declared the outbreak of the coronavirus (COVID-19) a pandemic. The COVID-19 pandemic has significantly affected employees, patients, systems, communities and business operations, as well as the U.S. economy and financial markets. Patient volumes and the related revenues for most services were impacted for a period of time during the 2021 fiscal year as various policies were implemented by federal, state and local governments in response to the COVID-19 pandemic that caused many people to remain at home and forced the closure of or limitations on certain businesses. While patient volumes and revenues have since experienced gradual improvement that has continued through the end of the 2022 fiscal year, uncertainty still exists as the future is unpredictable. The Organization's pandemic response plan has multiple facets and continues to evolve as the pandemic unfolds.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Since the declaration of the pandemic, the Organization has received the following sources of funding:

- The Rehabilitation and Nursing Centers received approximately $1.6 million and $3.4 million in 2022 and 2021, respectively, from the United States Department of Health and Human Services (DHHS) under the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act) Provider Relief Fund.
- The Rehabilitation and Nursing Centers were awarded approximately $0.4 million and $1.5 million in 2022 and 2021, respectively, from the Governor's Office of Emergency Relief and Recovery (GOFERR) under the COVID-19 Impact Long-Term Care Program (2022) and Healthcare System Relief Fund (2021), as provided for under the CARES Act.
- The Rehabilitation and Nursing Centers were reimbursed approximately $0.8 million in 2021 from the New Hampshire DHHS Long-Term Care Facility COVID-19 Testing Program under the CARES Act.
- The Rehabilitation and Nursing Centers and the Home office obtained approximately $6.1 million in 2022 in Paycheck Protection Program (PPP) Loans established by the CARES Act (forgiven during 2022 as discussed in note 10).
- The Home Office was awarded approximately $0.6 million in 2021 from GOFERR under the Nonprofit Relief Fund, as provided for under the CARES Act.
- St. Charles School was awarded approximately $33 (thousand) in 2021 from GOFERR under the Special Ed Provider Relief Fund, as provided for under the CARES Act.
- Liberty House was awarded approximately $1.1 million in 2021 in funding from GOFERR. This was a subrecipient award allocated to Liberty House by another agency under the CARES Act. The grant funds were specifically for the support of service members, veterans and/or their families in New Hampshire, principally by providing certain programs and services to address the increased adverse effects of homelessness and/or mental health issues that past or current military service members and their families experienced due to the COVID-19 pandemic.

Distributions from the Provider Relief Fund and GOFERR are not subject to repayment, provided the Organization is able to attest to and comply with the terms and conditions of the funding, including demonstrating that the distributions received have been used for COVID-19 related expenses or lost revenue attributable to COVID-19. Such payments are accounted for as government grants. Based on an analysis of the compliance and reporting requirements of the Provider Relief Fund and GOFERR and the impact of the pandemic on operating results through March 31, 2022 and 2021, the Organization recognized approximately $482 (thousand) and $7.4 million related to these funds, which is recorded within revenue, gains and other support in the combined statements of activities for the years ended March 31, 2022 and 2021, respectively.

The Organization will continue to monitor compliance with the terms and conditions of the Provider Relief Fund, GOFERR grants, and other potential assistance programs and available grants, and the impact of the pandemic on revenues and expenses. If the Organization is unable to attest to or comply with current or future terms and conditions, the Organization's ability to retain some or all of the distributions received may be impacted.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the combined financial statements. Management has evaluated subsequent events through July 12, 2022, which is the date the combined financial statements were available to be issued.

Subsequent to year end, in June 2022, the Food Bank was notified that it had been awarded $880,000 in grant funding under the Local Food Purchase Assistance Cooperative Agreement Program (the Program). Under the Program, the NH Department of Agriculture, Markets and Food (NHDAMF) will collaborate with the Food Bank and its partners on the expansion of NH Feeding NH. NHDAMF will subaward procurement activities for this grant to the Food Bank, which will use its NH Feeding NH program to distribute funds to its network of more than 400 partner agencies. The Program's funding is expected to be expended over a two-year period.

2. Liquidity and Availability

At March 31, 2022, the Organization has $29,775 of financial assets available within one year of the statement of financial position date to meet cash needs for general expenditure. These financial assets consist of unrestricted cash of $25,639 and accounts receivable of $4,136. None of these financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the statement of financial position date. The Organization's goal is generally to structure its financial assets to be available as its general expenditures, liabilities and other obligations become due. As part of its liquidity plan, excess cash is invested in higher yield cash and cash equivalents, including time deposit accounts. In addition, as previously discussed, the Organization has board designated net assets without donor restrictions totaling $17,281 at March 31, 2022 that may be utilized to help fund both operational needs and/or capital projects, as necessary.

The Organization's endowment funds consist of donor-restricted endowments. Income from donor-restricted endowments is restricted for specific purposes and is not available for general expenditures.

3. Annual Campaign

The annual campaign to raise funds by voluntary contributions from individuals and businesses throughout the State of New Hampshire begins in April of each year. For the years ended March 31, 2022 and 2021, recorded contributions of $3,973 and $3,793, respectively, included amounts collected by parishes of the Diocese of Manchester, New Hampshire (the Diocese) on behalf of the Organization. Starting in fiscal year 2023, the parish appeal portion of the annual campaign is changing, which could impact the amount of funds raised by the Organization going forward.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

4. Investments

The Organization and its wholly-owned agencies deposit money into the Catholic Charities Investment Fund (the Fund). The Fund pools all of the money received and invests in various securities in accordance with the Organization's investment policy. The investment income (loss) of the Fund is allocated to each agency based on their percentage share of the total Fund. Beginning in fiscal year 2022, the Food Bank also maintains its own investment fund.

The investments reported in the accompanying combined statements of financial position include the securities held in the Fund and by the Food Bank, in addition to other investments held by the Organization, including investments held in the donor-restricted funds.

Investments that individually exceed 10% of total investments include the State Street Russell 3000 Screened Index Non-Lending Common Trust Fund at March 31, 2022 and 2021.

5. Related Party Transactions

Through October 2020, the Organization's main office was located in facilities owned and shared by the Diocese, an organization related through common governance. The Organization reimbursed the Diocese for a portion of the operating costs of the facility, which amounted to approximately $74 in 2021. The Organization also pays premiums for property, liability and automobile insurance to the Diocese. The Diocese is self-insured up to a maximum amount per occurrence and has secured insurance to provide for losses over this amount. The premiums are expensed by the Organization over the term of coverage. Total property, liability and automobile insurance billed by the Diocese was $1,093 and $1,132 in 2022 and 2021, respectively.

The Organization's professional liability insurance provides coverage on a claims-made basis. As of March 31, 2022, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents for which a loss accrual has not been made. The Organization intends to continue this coverage through the Diocese and anticipates that such coverage will remain available.

6. Retirement Plan

The Organization has a contributory defined contribution retirement plan. The Organization's eligible employees may participate in this plan by deferring a portion of their pay as plan contributions. The Organization also makes contributions to the plan equal to 3% of the eligible employees' gross wages. The total expense for the years ended March 31, 2022 and 2021 was $682 and $721, respectively.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

7. Commitments

The Organization rents office space throughout the State of New Hampshire under long-term and tenant at will agreements from various religious organizations and third parties. The total rent expense for the years ended March 31, 2022 and 2021 was $371 and $271, respectively, for these leases. In addition, the Organization leased land for $25 in both 2022 and 2021, under a lease which expires in 2083. The Organization also leased various vehicles under agreements that expire through 2029. Vehicle lease payments totaled $69 and $64 in 2022 and 2021, respectively. The following is a summary of noncancelable future minimum rent payments for the above leases for each of the next five years ending March 31 and thereafter:

2023	$ 328
2024	310
2025	277
2026	261
2027	261
Thereafter	3,233
	$4,670

8. Compensated Absences

It is the Organization's policy to accrue for compensated absences as time is earned based upon length of employment. Effective July 1, 2016, the maximum accrual for most employees at the Organization is capped at one year of accrued and unused compensated absences. An accrual for compensated absences, inclusive of vacation, earned but not taken of $1,172 in 2022 and $1,252 in 2021 has been included in the accompanying combined statements of financial position.

9. Other Assets Held for Restrictive Purposes

Other assets held for restricted purposes are to be held in perpetuity and consisted of the following at March 31:

	2022	2021
Cash – operating account	$394	$394
Certificate of deposit	2	2
	$396	$396

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

10. Long-Term Debt

In August 2015, the New Hampshire Health and Education Facilities Authority (NHHEFA) issued $15.5 million of bonds which were purchased by a local bank in a private placement. The proceeds of the bond were then loaned to the Organization. The loan is collateralized by a security interest in all of the business assets of the Organization, as defined, which include accounts receivable, inventory, equipment, furniture and gross receipts. The loan is also collateralized by a mortgage lien on the land and buildings of Mt. Carmel, St. Ann and St. Teresa. The loan carried an initial fixed interest rate of 2.93% through August 1, 2030 and requires monthly installments for principal and interest based on a 25-year amortization period. The maturity date of the bond is August 1, 2045, however, the bond provided for a tender date on August 1, 2030. On May 1, 2021, the Organization reissued the 2015 NHHEFA Bonds at the amounts outstanding as of that date totaling $12,181. The interest rate was reset effective May 14, 2021 to 2.21%, with an interest reset date and tender date of May 14, 2026. At the tender date, the bank that purchased the bond may renegotiate the interest rate or other terms of the bond. The bank may waive the mandatory tender, at its discretion, if the Organization submits a request not earlier than two years prior to the mandatory tender date. The bond can be repaid at any time provided the Organization gives the bank 30 days' notice. The outstanding balance related to this bond issuance totaled $11,388 and $12,252 at March 31, 2022 and 2021, respectively.

In October 2018, NHHEFA issued revenue bonds not to exceed $3.1 million, which were purchased by a local bank in a private placement. The bonds were structured as draw-down bonds and the final draw was to be made no later than April 1, 2020. The bonds were issued to assist the Organization in the funding of certain construction projects at Warde Health Center, including the construction of twenty-one independent living units, and to pay certain costs of issuing the bonds. The bonds are collateralized by a security interest in substantially all of the business assets of the Organization, as defined, which include accounts receivable, inventory, equipment, furniture and gross receipts. The bonds are also collateralized by a mortgage lien on the land and buildings of St. Vincent de Paul. The bonds carried an initial fixed interest rate of 4.11% through October 1, 2028 and required monthly installments for principal and interest beginning April 1, 2020. The maturity date of the bonds is October 1, 2048, however, there was an initial mandatory tender date on October 1, 2028. On May 1, 2021, the Organization reissued the 2018 NHHEFA Bonds at the amounts outstanding as of that date totaling $3,302. The interest rate was reset effective May 14, 2021 to 2.20% through an initial mandatory tender date of May 14, 2026. At the tender date, the bank that purchased the bonds may renegotiate the interest rate or other terms of the bonds. The bank may waive the mandatory tender, at its discretion, if the Organization submits a request not earlier than two years prior to the mandatory tender date. The bonds can be repaid at any time provided that the Organization gives the bank 30 days' notice. The outstanding balance related to this issuance totaled $2,977 and $3,037 at March 31, 2022 and 2021, respectively.

The NHHEFA loan agreements contain, among other things, certain restrictions and covenants which must be met by the Organization as to the use of bond proceeds, fixed asset additions and dispositions, the incurring of additional debt, the maintenance of a 1.15 ratio of aggregate income available for debt service to annual debt service, as defined, and the maintenance of minimum days cash on hand of no less than sixty-five days, as defined. The Organization was in compliance with its loan covenants at March 31, 2022 and 2021.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

10. Long-Term Debt (Continued)

In January 2019, the Organization entered into a loan agreement with the Roman Catholic Bishop of Manchester (RCBM). As discussed above, the Organization had an ongoing construction project at Warde Health Center, which included providing new residences for retired Roman Catholic priests. RCBM has agreed to assist in funding this renovation by lending the Organization up to $1.5 million. The term of the loan is for 20 years, with the final payment due and payable on December 31, 2038. The interest rate is fixed at 3%. Every five years during the term of the loan, one-quarter of the loan principal balance will be forgiven by RCBM. If, at any future date, the Organization ceases to operate the residences for retired priests at Warde Health Center during the term of the loan, the then outstanding principal and interest balance will become immediately due and payable to RCBM. As of March 31, 2022 and 2021, RCBM has provided funding to the Organization totaling $1,500, which is reflected within long-term debt in the accompanying combined statements of financial position.

The future principal maturities of long-term debt, excluding the RCBM loan, which management of the Organization expects will be forgiven, for the next five years ended March 31 and thereafter are as follows:

2023	$ 692
2024	568
2025	585
2026	602
2027	619
Thereafter	11,299
	$14,365

Paycheck Protection Program (PPP) Loans

In April 2021, the Organization entered into various promissory notes for unsecured loans in an amount totaling approximately $6.1 million under the second draw provisions of the PPP established by the CARES Act and administered by the Small Business Administration (SBA). The PPP provides for loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying business. The loans and accrued interest are potentially forgivable as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities during a specified period beginning on the date of receipt of the PPP loan and ending no later than September 30, 2021. The amount of loan forgiveness will be reduced if the borrower terminates employees or reduces salaries during the measurement period. The unforgiven portion of the PPP loan bears interest at 1%.

In October 2021, the Organization received notification of forgiveness from the SBA. Upon such notification, the Organization recognized approximately $6.1 million as revenue related to the forgiveness in the accompanying 2022 combined statement of activities.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

11. Pledges and Grants Receivable

Pledges receivable at March 31, 2022 and 2021 include unconditional promises to give in subsequent years. Management has evaluated the outstanding pledges based on the history of the relationship with the donor and the status of the pledges and has deemed all pledges to be collectible. All pledges receivable are classified as current in the accompanying combined statements of financial position as of March 31, 2022 and 2021 and totaled $49 and $136, respectively.

The Food Bank was awarded a grant totaling $1,550 as of March 31, 2021. The grant was earned in fiscal year 2021 and classified as a grant receivable in the accompanying combined statements of financial position as of March 31, 2021. This grant was paid to the Food Bank during fiscal year 2022.

12. Fair Value Measurements

Fair value is the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity. In addition, the fair value of liabilities should include consideration of nonperformance risk including the Organization's own credit risk.

The fair value hierarchy for valuation inputs prioritizes the inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Each fair value measurement is reported in one of the three levels which is determined by the lowest level input that is significant to the fair value measurement in its entirety. These levels are:

Level 1 – inputs are based upon unadjusted quoted prices for identical instruments traded in active markets.

Level 2 – inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 – inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option pricing models, discounted cash flow models, and similar techniques.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

12. Fair Value Measurements (Continued)

For the fiscal years ended March 31, 2022 and 2021, the application of valuation techniques applied to similar assets has been consistent. The following presents the balances of assets measured at fair value on a recurring basis at March 31:

	Level 1	Level 2	Level 3	Total
2022				
Cash and cash equivalents	$ 138	$ –	$ –	$ 138
Common equity securities	26	–	–	26
Equity mutual funds	10,678	–	–	10,678
International equity mutual funds	12,558	–	–	12,558
Fixed income mutual funds	11,617	–	–	11,617
Exchange traded funds - other	2,391	–	–	2,391
Exchange traded funds - equity	8,702	–	–	8,702
Investments measured at fair value	$46,110	$ –	$ –	46,110
Investments measured at net asset value				17,472
Total investments				$63,582
2021				
Cash and cash equivalents	$ 114	$ 71	$ –	$ 185
Common equity securities	21	–	–	21
U.S. Government and agency obligations	–	203	–	203
Corporate bonds	359	–	–	359
Equity mutual funds	8,758	–	–	8,758
International equity mutual funds	9,278	–	–	9,278
Fixed income mutual funds	14,178	–	–	14,178
Exchange traded funds - other	1,970	–	–	1,970
Exchange traded funds - equity	5,184	–	–	5,184
Investments measured at fair value	$39,862	$274	$ –	40,136
Investments measured at net asset value				15,819
Total investments				$55,955

Investments measured at net asset value (NAV) include an equity mutual fund at March 31, 2022 and 2021. The NAV is used as a practical expedient to estimate fair value and is generally determined using audited financial statements of the fund and/or recently settled transactions. The equity mutual fund invests with the objective of approximating, before expenses, the Russell 3000 Index, over the long term and implements a screen of certain social and environmental criteria. The pooled international equity fund invests in a diversified portfolio of equity securities of non-tobacco companies located in any country other than the United States.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

12. Fair Value Measurements (Continued)

The following table summarizes investments for which fair value is measured using the NAV per share practical expedient as of March 31:

	Fair Value	Unfunded Commitment	Redemption Frequency	Redemption Notice Period
2022				
Equity market fund	$17,472	$–	Daily	N/A
2021				
Equity market fund	$15,819	$–	Daily	N/A

13. Donor-Designated Endowments

The Board of Trustees has determined that the majority of the Organization's net assets with donor restrictions restricted in perpetuity meets the definition of endowment funds under the *Uniform Prudent Management of Institutional Funds Act of 2006* (UPMIFA). The Organization's endowments consist of six individual funds established for a variety of purposes. The net assets associated with these endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Trustees of the Organization has interpreted the *State Prudent Management of Institutional Funds Act* (SPMIFA) as requiring the preservation of the fair value of the original gift as of the date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization retains in perpetuity (a) the original value of gifts donated to the endowment, (b) the original value of subsequent gifts to the endowment, and (c) accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not retained in perpetuity is subject to expenditure by the Organization in a manner consistent with the standard of prudence prescribed by SPMIFA. In accordance with SPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

13. Donor-Designated Endowments (Continued)

All of the Organization's endowment funds are donor-restricted. The Organization does not have any board-designated or endowments without donor restrictions at March 31, 2022 and 2021. The endowment net assets as of March 31, 2022 and 2021 are as follows:

	With Donor Restrictions
2022	
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	$ 2,061
Accumulated investment gains	440
	$ 2,501
2021	
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	$ 2,061
Accumulated investment gains	518
	$ 2,579

The changes in endowment net assets for the years ended March 31, 2022 and 2021 are as follows:

	With Donor Restrictions
Endowment net assets, March 31, 2020	$ 2,001
Investment gain, net	678
Amounts appropriated for expenditure	(100)
Endowment net assets, March 31, 2021	2,579
Investment gain, net	94
Amounts appropriated for expenditure	(172)
Endowment net assets, March 31, 2022	$ 2,501

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

13. Donor-Designated Endowments (Continued)

Investment Return Objectives, Risk Parameters and Strategies: The Organization has adopted, with the approval of the Board of Trustees, investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment funds while also maintaining the purchasing power of those endowment assets over the long-term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, consisting mainly of mutual funds that are intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution not exceeding 7%, while growing the funds if possible. Therefore, the Organization expects its endowment assets, over time, to produce a rate of return sufficient to provide for the annual distribution. Investment risk is measured in terms of the total endowment funds. Investment assets, and allocation between asset classes and strategies, are managed so the fund is not exposed to unacceptable levels of risk.

Spending Policy: The Organization has a policy of appropriating for distribution each year an amount not to exceed 7% of its endowment fund's average fair value of the prior 12 quarters through the fiscal year end preceding the fiscal year in which the distribution is planned. In establishing this policy, the Organization considered the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, some of which must be maintained in perpetuity because of donor-restrictions, the possible effects of inflation, and the provisions of SPMIFA. The Organization has integrated SPMIFA to permit spending from underwater endowments in accordance with prudent measures required by law. No such spending occurred in 2022 and 2021.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of permanent duration. Deficiencies of this nature are reported in net assets with donor restrictions. At March 31, 2022 and 2021, there were no deficiencies in individual donor-restricted endowment funds.

14. Major Suppliers

As a member of Feeding America, the national network of food banks, the Food Bank gains access to otherwise unattainable food donations and potential funding. The Food Bank is able to use the national resources of Feeding America to negotiate wholesale food prices and supply their agencies with high-value items at a substantial discount. Partner retailers who only donate to Feeding America members made food donations to the Food Bank totaling approximately $12,253 and $7,039 for the years ended March 31, 2022 and 2021, respectively. These donations represented approximately 62% and 40% of the total donated food received for the years ended March 31, 2022 and 2021, respectively.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

NEW HAMPSHIRE CATHOLIC CHARITIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended March 31, 2022

Federal Grantor/Pass-Through Grantor/Program Title	Assistance Listing Number	Direct Award or Pass-Through Award Identifying Number	Total Federal Expenditures
Corporation for National and Community Service:			
Direct program:			
AmeriCorps VISTA	94.013	19VSAHN001	$ 65,298
U.S. Department of Agriculture:			
Passed through the NH Department of Education:			
Summer Food Service Program for Children	10.559	N/A	56,626
U.S. Department of Justice:			
Passed through the NH Department of Justice:			
Crime Victim Assistance (VOCA)	16.575	02-20-20-201510-5021-072-500575	138,064
U.S. Department of Transportation:			
Passed through the NH Department of Transportation:			
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	N/A	19,558
U.S. Department of Treasury:			
Passed through the Governor's Office Emergency Relief and Recovery (GOFERR):			
Coronavirus Relief Fund:			
COVID-19 Impact Long Term Care Program	21.019	COVID-19	420,000
COVID-19 Shelter Impact Program	21.019	COVID-19	7,926
Total U.S. Department of Treasury			427,926
U.S. Department of Health and Human Services:			
Direct program:			
COVID-19 Provider Relief Funds	93.498	Period 1 General	930,814*
COVID-19 Provider Relief Funds	93.498	Period 1 Targeted	1,275,000*
COVID-19 Provider Relief Funds	93.498	Period 2 Infection Control	689,622*
Total U.S. Department of Health and Human Services			2,895,436
Total expenditures of federal awards			$3,602,908

* Major program

See notes to this schedule.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

NEW HAMPSHIRE CATHOLIC CHARITIES

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended March 31, 2022

1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal grant activity of New Hampshire Catholic Charities, d/b/a Catholic Charities New Hampshire (the Organization) for the year beginning April 1, 2021 and ending March 31, 2022, and is presented on the accrual basis of accounting. The Schedule includes all applicable federal awards to the Organization. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Since the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, results of operations, changes in net assets or cash flows of the Organization.

For purposes of the Schedule, federal awards include all grants, contracts and similar agreements entered into directly between the Organization and agencies and departments of the federal government and all subawards to the Organization by nonfederal organizations pursuant to federal grants, contracts and similar agreements.

2. Summary of Significant Accounting Policies

Expenditures for direct and indirect costs are recognized as incurred using the accrual method of accounting and the cost accounting principles contained in Uniform Guidance, as applicable. Under these cost principles, certain types of expenditures are not allowable or are limited as to reimbursement. The categorization of expenditures by program included in the Schedule is based upon the Assistance Listing Number (ALN). The Organization has elected to use the de minimis indirect cost rate of 10% as allowed under the Uniform Guidance. No grant monies expended and reported within the Schedule were passed-through to subrecipients.

3. Pass-Through Awards

The Organization receives certain federal awards in the form of pass-through awards. Such amounts received as pass-through awards are specifically identified on the Schedule.

4. Donated Personal Protective Equipment (PPE) (Unaudited)

During the year ended March 31, 2022, the Organization did not receive donated PPE.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

5. **United States Department of Health and Human Services Coronavirus Aid Relief and Economic Securities (CARES) Act**

The Schedule includes grant activity related to the United States Department of Health and Human Services CARES Act ALN 93.498, Provider Relief Funds (PRF). As required by the 2021 OMB Compliance Supplement, the Schedule includes all PRF received between April 10, 2020 and June 30, 2020 (Reporting Period 1), and expended by June 30, 2021, and all PRF received between July 1, 2020 and December 31, 2020 (Reporting Period 2), and expended by December 31, 2021. The PRF funds were used to cover direct expenditures and lost revenues. The following is a summary of the reported PRF included within the Schedule for the year ended March 31, 2022:

Entity	TIN	Amount	Reporting Period
New Hampshire Catholic Charities	02-0222163	$930,814	Period 1 – General
Rehabilitation and Nursing Centers:			
Mt. Carmel	02-0276834	355,000	Period 1 – Targeted
St. Ann	02-0244589	185,000	Period 1 – Targeted
St. Francis	02-0222187	177,500	Period 1 – Targeted
St. Teresa	02-0222158	177,500	Period 1 – Targeted
St. Vincent de Paul	02-6006981	250,000	Period 1 – Targeted
Warde	47-2733133	130,000	Period 1 – Targeted
Mt. Carmel	02-0276834	197,716	Period 2 – Infection Control
St. Ann	02-0244589	95,605	Period 2 – Infection Control
St. Francis	02-0222187	95,093	Period 2 – Infection Control
St. Teresa	02-0222158	88,636	Period 2 – Infection Control
St. Vincent de Paul	02-6006981	145,121	Period 2 – Infection Control
Warde	47-2733133	67,451	Period 2 – Infection Control

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

BAKER NEWMAN NOYES

Baker Newman & Noyes LLC
MAINE I MASSACHUSETTS I NEW HAMPSHIRE
800.244.7444 I www.bnncpa.com

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 Trustees
New Hampshire Catholic Charities

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 combined financial statements of New Hampshire Catholic Charities, d/b/a Catholic Charities New Hampshire (the Organization), which comprise the combined statement of financial position as of March 31, 2022, and the related combined statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the combined financial statements (collectively, the financial statements), and have issued our report thereon dated July 12, 2022.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization'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 Organization's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

To the Board of Trustees
New Hampshire Catholic Charities

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization'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 financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Baker Newman & Noyes LLC

Manchester, New Hampshire
July 12, 2022

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

BAKER NEWMAN NOYES

Baker Newman & Noyes LLC
MAINE I MASSACHUSETTS I NEW HAMPSHIRE
800.244.7444 I www.bnncpa.com

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Trustees
New Hampshire Catholic Charities

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited New Hampshire Catholic Charities', d/b/a Catholic Charities New Hampshire (the Organization) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended March 31, 2022. The Organization's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Organization complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended March 31, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Organization's compliance with the compliance requirements referred to above.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

To the Board of Trustees
New Hampshire Catholic Charities

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Organization's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Organization's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Organization's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Organization's compliance with the compliance requirements referred to above and performing such other procedures as we consider necessary in the circumstances.
- Obtain an understanding of the Organization's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

To the Board of Trustees
New Hampshire Catholic Charities

Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibility for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Baker Newman & Noyes LLC

Manchester, New Hampshire
October 3, 2022

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

NEW HAMPSHIRE CATHOLIC CHARITIES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year Ended March 31, 2022

I. Summary of Auditors' Results

Financial Statements:

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:	*Unmodified*		
Internal control over financial reporting:			
• Material weakness(es) identified?	____ yes	X no	
• Significant deficiency(ies) identified?	____ yes	X none reported	
Noncompliance material to financial statements noted?	____ yes	X no	

Federal Awards:

Internal control over major federal programs:			
• Material weakness(es) identified?	____ yes	X no	
• Significant deficiency(ies) identified?	____ yes	X none reported	
Type of auditors' report issued on compliance for major federal programs:	*Unmodified*		
• Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200 516(a)?	____ yes	X no	

Identification of Major Programs:

ALN	Name of Federal Program or Cluster
93.498	United States Department of Health and Human Services COVID-19 Provider Relief Funds

Dollar threshold used to distinguish between type A and type B programs:	$750,000		
Auditee qualified as low-risk auditee?	____ yes	X no	

II. Financial Statement Findings

None.

III. Federal Award Findings and Questioned Costs

None.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

NEW HAMPSHIRE CATHOLIC CHARITIES

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

Year Ended March 31, 2022

There were no reported findings from the prior period.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

100 William Loeb Drive, Unit 3
Manchester, NH 03109
T: 603-669-3030
F: 603-626-1252
cc-nh.org

New Hampshire
Catholic Charities

Most Reverend Peter A. Libasci	(Chair)
Very Rev. Jason Jalbert	(Vicar General)
Russ Ouellette	(Vice Chair)
Dr. Susan Huard	(Deputy Vice Chair)
E.J. Powers	(Secretary)
Patrick H. Ford, III	(Treasurer)
Thomas E. Blonski	(President and CEO)

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

Kevin Barrett

Dean Christon

Adam Coughlin

Kate Baker Demers

Dr. Kevin Desrosiers

Deacon Rick Hilton

Tina Legere

Jeff McLean

Catharine Mirabile

Ken Senus

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

Elsy Cipriani, MPA

EXPERIENCE

New Generation Inc., Greenland, NH - Executive Director / February 2021 - Present

- Provide visionary and programmatic leadership for the organization.
- Manage the daily operations of New Generation, Inc., the staff, the volunteer program and the internal budget management.
- Interface and collaborate with other community agencies in the seacoast and in the state.
- Oversee, help and support the work of the Thrift Shoppe.
- Attend Board Meetings and carry out other responsibilities assigned by the Board of Directors.

International Institute of New England, Manchester, NH -Managing Director / July 2019 - January 2021

- Responsible for the planning, development, and implementation of all programs, including grant and contract development, reporting, and policy setting for program activities.
- Assess and evaluate program effectiveness and outcomes to ensure responsiveness to client needs. Work with program staff to implement program modifications to reflect contractual regulations, client needs, and the IINE mission and goals.
- Develop new programming in the areas of housing, education, health access, employment, skills training, community services, and citizenship that are financially sustainable.
- Build and maintain relationships with local organizations and governments in New Hampshire.

Heading Home, Boston, MA — Senior Director of Program Operations August 2018 - July 2019

- Built and guided a diverse team of professionals towards aggressive goals while maintaining positive team culture, particularly during times of organizational growth and change.
- Responsible for the designing and implementation of tracking, monitoring and evaluation systems for all agency's programs.
- Ensured programs operate within the approved budgets and grant agreements.
- Oversaw the delivery of all client services, evaluated programs impact and recommended program/policy changes.
- Collaborated with community partners, the City of Boston and the State of MA to make positive improvements towards the Housing Emergency Assistance system in Massachusetts.

Heading Home, Boston, MA — Director of Family Services July 2016 - August 2018

BOARD OF DIRECTORS

CASA New Hampshire
July 2020 to present
Board Member

Vida AfroLatina Fund
2018 to present
Board of Advisors

EDUCATION

Master in Public Administration
Strayer University

BA, Economics
Pontificia Universidad Católica del Ecuador 2005

LANGUAGES

English and Spanish

SKILLS

Wide experience in program management and development.

Successful record working together with and managing multicultural teams.

High commitment to work with and serve vulnerable populations.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

- Provided regular supervision, support, and personalized professional development for all Family Services programs staff.
- Oversaw the delivery of family services, evaluated programs impact and recommended program/policy changes.
- Collaborated with the COO and Data Team to develop and/or streamline the tracking of outcome data for all programs.
- Represented Heading Home at community meetings, including those sponsored by Homes for Families, United Way, Cambridge Housing Authority and the Department of Housing and Community Development (DHCD).

Boston Public Health Commission, Boston, MA - Director of Planning Council / January 2015 - July 2016

- Managed Planning Council staff and all Council-related activities and act as intermediary between the Planning Council, community, and government.
- Developed funding streams and needs assessment reports, and participated heavily in the drafting of yearly grant applications.
- Worked to retain and increase participation of current members, and developed recruitment plans to attract new applicants, particularly from underrepresented minority communities.
- Coordinated and conducted skill-building trainings for Council members. Researched and recommended new projects and activities for Council and grantees.

Southern Jersey Family Medical Centers, Hammonton, NJ - Community Programs Manager / September 2013 - February 2015

- Designed, implemented and evaluated different community programs with the goal of improving health outcomes among migrant farm workers and other target populations.
- Oversaw the implementation of the Affordable Care Act across 7 community health centers and surrounding communities, through partnerships with local agencies, schools, and businesses. Responsible for all programs' fiscal management.
- Managed Mobile Medic logistics, and personnel to make sure we reached out to populations in need in our area of service. This service was targeted primarily to Haitian and Mexican farm workers.

La Casa de Don Pedro, Newark, NJ - Health Services Manager October 2009 - September 2013

- Responsible for the operations and continuous improvement of all community health programs.
- Designed and implemented community programs' curriculums based on target population's needs.
- Developed partnerships with local agencies and schools to support the delivery of our programs.
- Responsible for fiscal management, and reporting to programs' grantors.

California Rural Legal Assistance, Marysville, CA - Community Worker

AWARDS AND PUBLICATIONS

Hispanic Heritage Award 2018. Award provided by the Boston City Council for my work with Latino communities in Boston.

Paradigmas del Refugio Colombiano en Quito. Jesuit Refugee Service 2006.

Colombia más allá de la migración: El refugio humanitario. Jesuit Refugee Services 2004.

VOLUNTEER ACTIVITIES

FC Blazers Soccer League
2015 to 2018
Created marketing materials and support during soccer games.

When and Where I Enter
2012 to 2018
Translated to English grant applications from Colombia, Brazil and Ecuador.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

July 2006 - August 2009

- Identified target population's needs through direct outreach and networking. Developed and managed the office's marketing and outreach initiatives.
- Designed and delivered educational workshops on health, housing, labor, and consumer rights.

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

BRANDY L. RICKABY

PROFESSIONAL SUMMARY

Administrative support professional experienced working in fast-paced environments demanding strong organizational, technical, and interpersonal skills. Highly trustworthy, ethical, and discreet; committed to superior customer service. Excellent written/verbal communication skills. Adept troubleshooter and problem-solver. Detail-oriented multitasker resourceful in completing projects.

WORK EXPERIENCE

New Generation, Greenland, NH 11/2021-Present
Family Services Manager

- Oversee the integrity and implementation of all case management plans/programs
- Ensure that program data outcomes are entered into Apricot and HMIS timely and accurately
- Provide regular supervision, support, and training to all Resident Support Staff
- Work together with the Executive Director in talent acquisitions activities related to the recruitment, hiring, and training Resident Support Staff
- Assist the Executive Director with employee disciplinary meetings, termination, and investigations

New Generation, Greenland, NH 05/2019-11/2021
RSS-Resident Support Staff/Care Coordinator

- Provide general support and encouragement to residents
- Support residents with social and interpersonal development
- Weekly case management with residents
- Oversee and encourage weekly goals

EASTCONN @ CT Works, Danielson, CT
4/2012- 2014
Receptionist

- Greet customers entering building, determine nature and purpose of visit, and direct or escort them to specific destinations.
- Transmit information and documents to customers, using computer, mail, or facsimile machine.
- Hear and resolve complaints from customers or the public.

Foxwoods Casino, High Rollers Luxury Lanes & Lounge, Ledyard, CT 2010-2011
Food/Cocktail Server

- Ensured customer satisfaction and acted to correct any problems.
- Served food and beverages to patrons and served specialty dishes at tables as required.
- Prepared checks that itemize and total meal costs and sales taxes. Collected payments from customers.

Olive Garden Italian Restaurant, Augusta, ME 2005-2010
Hostess and *Food/Cocktail Server*

- Ensured customer satisfaction and acted to correct any problems.
- Served food and beverages to patrons and served specialty dishes at tables as required.
- Prepared checks that itemize and total meal costs and sales taxes. Collected payments from customers.

EDUCATION

CRSW, State of NH

Springfield College, Springfield, MA 2002-2003
Business Administration

Killingly High School, Killingly, CT
High School Diploma

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

Michelle Charles

New Generation: Family Support Specialist

January 2020 – Present

- Collect all required documents from new residents, makes copies and transfer to the Family Services Manager.
- Establish a service plan and follow up with each family on a weekly basis.
- Provide support and encouragement to residents on their physical, emotional, social, and interpersonal development.
- Ensure all chores are completed throughout the day.
- Ensure guidelines are followed daily and report any non-compliance of program rules/policies to the Family Services Manager.
- Track residents' community service requirements.
- Complete paperwork requirements, including staff notes, regarding each resident when on duty.
- Manage waitlist and ensure clients are ready for admission. Assist with building tours for potential residents.
- Provide transportation for residents as needed and maintain daily mileage tracking, resident use, etc..
- Assist with the general upkeep of the shelter including room checks and room turn over when families move out.
- Organize donations received at the shelter.

Chameleon Group: Account Executive

December 2020– December 2021

- Communicated all inbound sales effectively.
- Managed world wide inbound sales.
- Assisted in training new sales representatives.
- Promoted and Marketed the business
- Prospected for new clients.

306 Bar Grill: Manager

April 2008 – August 2011

- Ensuring incoming staff complies with company policy
- Training staff to follow restaurant procedures
- Maintaining safety and food quality standards
- Keeping customers happy and handling complaints
- Organizing schedules
- Keeping track of employees' hours
- Recording payroll data

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Elsa Cipriani	Executive Director	$10,000
Brandy Rickaby	Family Services Manager	$15,000
Michelle Charles	Family Support Specialist	$18,000

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

15 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 6, 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 amend existing contracts with the vendors listed below in bold, for the continued provision of the State Grant in Aid (SGIA) Homeless Assistance program, by exercising contract renewal options by increasing the total price limitation by $5,665,716 from $6,882,604 to $12,548,320 and by extending the completion dates from June 30, 2021 to June 30, 2023 effective upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Bridge House Shelters	**165288 - B001**	**Plymouth NH**	**$142,620**	**$122,348**	**$264,968**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**
Community Action Partnership of Strafford County	177200 - B004	Dover NH	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	$0	$0	$0	O: 06/19/19 (Item #40)
Concord Coalition to End Homelessness	**267140 - B001**	**Bow NH**	**$68,709**	**$117,236**	**$185,945**	**O: 06/19/19 (Item #40) A1: July 15, 2020 Item #20**
Cross Roads House	**166570 - B001**	**Portsmouth NH**	**766,784**	**$623,974**	**1,390,758**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

Families In Transition, NH	157730 - B001	Manchester NH	$1,658,284	$1,284,684	$2,942,938	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Friends Program	154987 - B001	Concord NH	$174,710	$0.00	$174,710	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Helping Hands Outreach Center	174226 - R001	Manchester NH	$209,516	$195,756	$405,272	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Hundred Nights, Inc.	TBD	Keene NH	$220,854	$214,110	$434,964	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Lakes Region Community Developers	156571 - B001	Laconia NH	$88,761	$116,230	$204,991	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Marguerites Place	157486 - B001	Nashua NH	$186,836	$140,700	$327,536	O: 06/19/19 (Item #40) Item #40 A1: 07/15/20 (Item #20)
My Friend's Place	156274 - B001	Dover NH	$177,231	$128,466	$305,697	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Nashua Soup Kitchen & Shelter, Inc.	174173 - R001	Nashua NH	$284,806	$183,522	$468,328	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
New Generation	177295 - B001	Greenland NH	$162,400	$134,682	$296,982	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	$791,802	$887,024	$1,678,826	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

Salvation Army Carey House, Laconia	**177627 - B001**	**Laconia NH**	**$200,062**	**$244,696**	**$444,758**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Salvation Army McKenna House, Concord, Eastern Territory	**177627 - B003**	**Concord NH**	**$312,915**	**$256,930**	**$569,845**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Seacoast Family Promise	**TBD**	**Exeter NH**	**$94,661**	**$85,644**	**$180,305**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Southern NH Services	177198 - B006	Manchester NH	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Southwestern Community Services	**177511 - R001**	**Keene NH**	**$527,563**	**$464,922**	**$992,485**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Front Door Agency	**156244 - B001**	**Nashua NH**	**$287,991**	**$269,166**	**$557,157**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Way Home, Inc.	**166673 - B001**	**Manchester NH**	**$140,656**	**$116,230**	**$256,886**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Tri-County CAP, Inc.	**177195 - B009**	**Berlin NH**	**$126,299**	**$79,526**	**$205,825**	**O: 07/10/19 Item #16 A1: 07/15/20 (Item #20)**
Waypoint	177166 - B002	Manchester NH	$252,556	$0.00	$252,556	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A1: 07/15/20 (Item #20)
		Total:	$6,882,604	$5,665,716	$12,548,320	

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

Funds are anticipated to be available in State Fiscal Years 2022 and 2023 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue State Grant in Aid (SGIA) Homeless Assistance program .to ensure individuals and families experiencing housing instability receive the essential services and supports that include case management and emergency shelter services or case management services only.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will continue providing emergency shelter to individuals and families who are homeless. The Contractors will also continue providing case management services to individuals and families who are currently in shelters as well as individuals and families who are unsheltered in order to link them with housing services; other essential services; and provide ongoing case management. The case management services are personalized and based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services; assistance with applications for housing; assistance with applications for public assistance; referrals for healthcare, including mental health or substance use treatment; linkages to education, and employment supports.

The Contractors are monitored for performance through reports available from the Homeless Management Information System, which include information regarding:

- Length of time individuals remain homeless.
- The extent to which individuals who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

As referenced in Exhibits C-1 of the original contracts, 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 Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Respectfully submitted,

Lori A. Shibinette
Commissioner

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM
100% General Funds

Bridge House Shelters — Vendor # 1652; Vendor # 1652; Vendor # 165288 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$83,490	$0	$83,490	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$59,130	$0	$59,130	
2022	102/500732	Contracts for Program Services	TBD	$61,174	$0	$61,174	
2023	102/500733	Contracts for Program Services	TBD	$61,174	$0	$61,174	
		Sub Total		$264,968	$0	$264,968	

Community Action Partnership of Strafford County — Vendor # 177200 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$6,588	$0	$6,588	

Community Action Program, Belknap and Merrimack — Vendor # 177203 - B003

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Concord Coalition to End Homelessness — Vendor # 287140 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$10,091	$0	$10,091	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2022	102/500732	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2023	102/500733	Contracts for Program Services	TBD	$58,618	$0	$58,618	
		Sub Total		$185,945	$0	$185,945	

Cross Roads House — Vendor # 166570 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$465,221	$0	$465,221	O: 06/19/19 (Item #40) A1: 07/15/20,
2021	102/500731	Contracts for Program Services	TBD	$301,563	$0	$301,563	
2022	102/500732	Contracts for Program Services	TBD	$311,987	$0	$311,987	

2023	102/500733	Contracts for Program Services	TBD	$311,987	$0	$311,987	(Item #20) A2: 05/19/21 (Tabled Item #15)
		Sub Total		$1,390,758	$0	$1,390,758	

FITNHNH, Inc. Vendor # 157730 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$1,037,418	$0	$1,037,418	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$620,866	$0	$620,866	
2022	102/500732	Contracts for Program Services	TBD	$642,327	$0	$642,327	
2023	102/500733	Contracts for Program Services	TBD	$642,327	$0	$642,327	
		Sub Total		$2,942,938	$0	$2,942,938	

Friends Program Vendor # 154987 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$88,971	$0	$88,971	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$88,702	$88,702	
2023	102/500733	Contracts for Program Services	TBD	$0	$88,702	$88,702	
		Sub Total		$174,710	$177,404	$352,114	

Helping Hands Outreach Center

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$114,908	$0	$114,908	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$94,608	$0	$94,608	
2022	102/500732	Contracts for Program Services	TBD	$97,878	$0	$97,878	
2023	102/500733	Contracts for Program Services	TBD	$97,878	$0	$97,878	
		Sub Total		$405,272	$0	$405,272	

Hundred Nights, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$117,376	$0	$117,376	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$103,478	$0	$103,478	
2022	102/500732	Contracts for Program Services	TBD	$107,055	$0	$107,055	
2023	102/500733	Contracts for Program Services	TBD	$107,055	$0	$107,055	
		Sub Total		$434,964	$0	$434,964	

Lakes Region Community Developers

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$32,587	$0	$32,587	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	

		Sub Total		$204,991	$0	$204,991	A2: 05/19/21 (Tabled Item #15)

Marquerites Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$118,536	$0	$118,536	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$68,300	$0	$68,300	
2022	102/500732	Contracts for Program Services	TBD	$70,350	$0	$70,350	
2023	102/500733	Contracts for Program Services	TBD	$70,350	$0	$70,350	
		Sub Total		$327,536	$0	$327,536	

My Friend's Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$115,144	$0	$115,144	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$62,087	$0	$62,087	
2022	102/500732	Contracts for Program Services	TBD	$64,233	$0	$64,233	
2023	102/500733	Contracts for Program Services	TBD	$64,233	$0	$64,233	
		Sub Total		$305,697	$0	$305,697	

Nashua Soup Kitchen & Shelter, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$196,111	$0	$196,111	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$88,695	$0	$88,695	
2022	102/500732	Contracts for Program Services	TBD	$91,761	$0	$91,761	
2023	102/500733	Contracts for Program Services	TBD	$91,761	$0	$91,761	
		Sub Total		$468,328	$0	$468,328	

New Generation

Vendor # 177295 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$97,357	$0	$97,357	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$65,043	$0	$65,043	
2022	102/500732	Contracts for Program Services	TBD	$67,291	$0	$67,291	
2023	102/500733	Contracts for Program Services	TBD	$67,291	$0	$67,291	
		Sub Total		$296,982	$0	$296,982	

NH Coalition Against Domestic and Sexual Violence

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$363,109	$0	$363,109	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$428,693	$0	$428,693	
2022	102/500732	Contracts for Program Services	TBD	$443,512	$0	$443,512	
2023	102/500733	Contracts for Program Services	TBD	$443,512	$0	$443,512	
		Sub Total		$1,678,826	$0	$1,678,826	

Salvation Army Carey House, Laconia

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$81,802	$0	$81,802	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$118,260	$0	$118,260	
2022	102/500732	Contracts for Program Services	TBD	$122,348	$0	$122,348	
2023	102/500733	Contracts for Program Services	TBD	$122,348	$0	$122,348	
		Sub Total		$444,758	$0	$444,758	

Salvation Army McKenna House, Concord, Eastern Territory

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$188,742	$0	$188,742	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$124,173	$0	$124,173	
2022	102/500732	Contracts for Program Services	TBD	$128,465	$0	$128,465	
2023	102/500733	Contracts for Program Services	TBD	$128,465	$0	$128,465	
		Sub Total		$569,845	$0	$569,845	

Seacoast Family Promise

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$53,270	$0	$53,270	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21
2021	102/500731	Contracts for Program Services	TBD	$41,391	$0	$41,391	
2022	102/500732	Contracts for Program Services	TBD	$42,822	$0	$42,822	
2023	102/500733	Contracts for Program Services	TBD	$42,822	$0	$42,822	
		Sub Total		$180,305	$0	$180,305	

Southern NH Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Southwestern Community Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$302,869	$0	$302,869	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$224,694	$0	$224,694	
2022	102/500732	Contracts for Program Services	TBD	$232,461	$0	$232,461	
2023	102/500733	Contracts for Program Services	TBD	$232,461	$0	$232,461	
		Sub Total		$992,485	$0	$992,485	

The Front Door Agency

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$157,905	$0	$157,905	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$130,086	$0	$130,086	
2022	102/500732	Contracts for Program Services	TBD	$134,583	$0	$134,583	
2023	102/500733	Contracts for Program Services	TBD	$134,583	$0	$134,583	
		Sub Total		$557,157	$0	$557,157	

The Way Home, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$84,482	$0	$84,482	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	
		Sub Total		$256,886	$0	$256,886	

Tri-County CAP, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$87,864	$0	$87,864	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$38,435	$0	$38,435	
2022	102/500732	Contracts for Program Services	TBD	$39,763	$0	$39,763	
2023	102/500733	Contracts for Program Services	TBD	$39,763	$0	$39,763	
		Sub Total		$205,825	$0	$205,825	

Waypoint

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$166,817	$0	$166,817	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A2: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$252,556	$0	$252,556	

Overall Total	$12,548,320	$177,404	$12,725,724	

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and New Generation, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended and extended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and 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 1.7, Completion Date, to read:

   June 30, 2023

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $296,982

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, to read:

   2. Scope of Services

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide that include but are not limited to:

   2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

   2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment on a short-term emergency or transitional basis, as described in RSA 126-A:26.

   2.1.3. Operating a facility in accordance with Exhibit C, Section 15, Operation of Facilities: Compliance with Laws and Regulations that includes, but is not limited to:

   2.1.3.1. Building maintenance and repair.

   2.1.3.2. Security systems.

   2.1.3.3. Heating and possible cooling equipment.

   2.1.3.4. Property and business insurance.

   2.1.3.5. Utilities and furnishings.

   2.1.3.6. Amenities, including bathrooms.

   2.2. The Contractor shall assist individuals and families who are homeless with accessing and applying for services that lead to permanent housing by providing Case

Management Services that include, but are not limited to:

2.2.1. Assessing individual and family needs for well-being and obtaining housing.

2.2.2. Developing individualized plans with the types of services and assistance programs to meet individual and family and needs.

2.2.3. Assisting individuals and families with accessing emergency shelter.

2.2.4. Assisting individuals and families with applying for and accessing permanent housing.

2.2.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.2.6. Assisting individuals and families with accessing community providers and supports, that may include, but are not limited to, mental health services, substance use treatment, medical care, employment services, veterans benefits, financial and food assistance, and education supports.

2.3. The Contractor shall comply with program requirements that include, but are not limited to:

2.3.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include:

2.3.1.1. Housing First Approach;

2.3.1.2. Safe and appropriate diversion;

2.3.1.3. Immediate and low-barrier access;

2.3.1.4. Housing-focused, rapid exit services; and

2.3.1.5. Data to measure performance.

2.3.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted op January 23, 2018, that is herein incorporated by reference and as amended.

2.3.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions, which may include but are not limited to mental health services; medication stability; sexual orientation; vulnerability to illness; vulnerability to victimization; vulnerability to physical assault; racial equality; marital status; or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.3.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restricted by law. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.3.5. Agreeing to on-site monitoring, on an annual basis, to review compliance,

progress, and performance, which includes, but is not limited to:

2.3.5.1. Reviewing policies and procedures for services provided.

2.3.5.2. Reviewing financial analyses.

2.3.5.3. Reviewing for compliance with safety and hazard requirements.

2.3.5.4. Reviewing Data and HMIS entry standards.

2.3.6. Complying with New Hampshire Administrative Rules He-M 314, Rights of Persons Using Emergency Shelters and ensuring individuals understand their rights. http://www.gencourt.state.nh.us/rules/state_agencies/he-m300.html

2.4. The Contractor shall complete a SGIA Program Project Program Monitoring Workbook per Department request.

2.5. The Contractor shall participate in training on contractual compliance and technical assistance, as required by the Department.

4. Modify Exhibit B, Method and Conditions Precedent to Payment Section 3 by adding Subsection 3.6 to read:

3.6. The Contractor shall provide backup documentation for all reimbursement requests.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/22/2021
Date

DocuSigned by:
Christine Santaniello
BD8054FFECE04B4...
Name: Christine Santaniello
Title: Director

New Generation, Inc.,

3/22/2021
Date

DocuSigned by:
Elsy Cipriani
F13[illegible]
Name: Elsy Cipriani
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/31/2021
Date

DocuSigned by:
D5CA8202E32C4AE...
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

20 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 29, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend existing **Retroactive** agreements with the vendors listed below to provide the State Grant in Aid (SGIA) Homeless Assistance program, by modifying the agreements to have individual price limitations instead of a shared price limitation for vendors listed in the table below and terminating two agreements with vendors as indicated in the table below, and decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604, with no change to the contract completion dates of June 30, 2021, effective retroactive to July 1, 2020 upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Revised Amount	G&C Approval
Bridge House Shelters	165288 - B001	Plymouth NH	Shared	$142,620	June 19,2019 Item #40
Community Action Partnership of Strafford County	177200 - B004	Dover NH	Shared	$6,588	June 19,2019 Item #40
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	Shared	$0	O:
Concord Coalition to End Homelessness	267140 - B001	Bow NH	Shared	$68,709	June 19,2019 Item #40
Cross Roads House	166570 - B001	Portsmouth NH	Shared	$766,784	June 19,2019 Item #40
Families in Transition, NH	157730 - B001	Manchester NH	Shared	$1,658,284	June 19,2019 Item #40
Friends Program	154987 - B001	Concord NH	Shared	$174,710	June 19,2019 Item #40
Helping Hands Outreach Center	174226 - R001	Manchester NH	Shared	$209,516	June 19,2019 Item #40
Hundred Nights, Inc	TBD	Keene NH	Shared	$220,854	June 19,2019 Item #40

Lakes Region Community Developers	156571 - B001	Laconia NH	Shared	$88,761	June 19,2019 Item #40
Marquerites Place	157465 - B001	Nashua NH	Shared	$186,836	June 19,2019 Item #40
My Friend's Place	156274 - B001	Dover NH	Shared	$177,231	June 19,2019 Item #40
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	Nashua NH	Shared	$284,806	June 19,2019 Item #40
New Generation	177295 - B001	Greenland NH	Shared	$162,400	June 19,2019 Item #40
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	Shared	$791,802	June 19,2019 Item #40
Salvation Army Carey House, Laconia	177627 - B001	Laconia NH	Shared	$200,062	June 19,2019 Item #40
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	Concord NH	Shared	$312,915	June 19,2019 Item #40
Seacoast Family Promise	TBD	Exeter NH	Shared	$94,661	June 19,2019 Item #40
Southern NH Services	177198 - B006	Manchester NH	Shared	$0	June 19,2019 Item #40
Southwestern Community Services	177511 - R001	Keene NH 03431	Shared	$527,563	June 19,2019 Item #40
The Front Door Agency	156244 - B001	Nashua NH 03064	Shared	$287,991	June 19,2019 Item #40
The Way Home, Inc	166673 - B001	Manchester NH	Shared	$140,656	June 19,2019 Item #40
Tri-County CAP, Inc	177195 - B009	Berlin NH	Shared	$126,299	July 10, 2019 Item #16
Waypoint	177166 - B002	Manchester NH	Shared	$252,556	June 19,2019 Item #40 A01: August 28, 2019 Item #20B
[redacted]	[redacted]	**Total**	**$7,300,000 (Shared)**	**$6,882,604**	

Funds are available in the following accounts for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because Department's business operations were disrupted by COVID-19 which led to delays in the contract amendment review and approval process.

The purpose of this request is to modify the agreements to have individual price limitations instead of a shared price limitation and to terminate agreements with two (2) Contractors, decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604. The individual price limitations will allow each vendor to more accurately budget and allocate funding to meet the specific needs of the clients within the community.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract. The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Department will monitor the contracted services by requiring the Contractors to submit reports in the HMIS system that include the following:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS
SFY 2016 FINANCIAL DETAIL

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM
100% General Funds

Bridge House Shelters — Vendor # 1652

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2020	102/500731	Contracts for Program Services		$83,490
2021	102/500731	Contracts for Program Services		$59,130
		Sub Total		$142,620

Community Action Partnership of Strafford County — Vendor # 1772

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$6,588
2021	102/500731	Contracts for Program Services		$0
		Sub Total		$6,588

Community Action Program, Belknap and Merrimack — Vendor # 1772

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$0
2021	102/500731	Contracts for Program Services		$0
		Sub Total		$0

Concord Coalition to End Homelessness — Vendor # 2671

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$10,091
2021	102/500731	Contracts for Program Services		$58,618
		Sub Total		$68,709

Cross Roads House — Vendor # 1665

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$465,221
2021	102/500731	Contracts for Program Services		$301,563
		Sub Total		$766,784

FITNHNH, Inc. — Vendor # 1577

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$1,037,418
2021	102/500731	Contracts for Program Services		$620,866
		Sub Total		$1,658,284

DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS
SFY 2016 FINANCIAL DETAIL

Friends Program — Vendor # 1549

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$88,971
2021	102/500731	Contracts for Program Services		$85,739
		Sub Total		$174,710

Helping Hands Outreach Center — Vendor # 1742

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$114,908
2021	102/500731	Contracts for Program Services		$94,608
		Sub Total		$209,516

Hundred Nights, Inc — Vendor #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$117,376
2021	102/500731	Contracts for Program Services		$103,478
		Sub Total		$220,854

Lakes Region Community Developers — Vendor # 1565

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$32,587
2021	102/500731	Contracts for Program Services		$56,174
		Sub Total		$88,761

Marquerites Place — Vendor # 1574

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$118,536
2021	102/500731	Contracts for Program Services		$68,300
		Sub Total		$186,836

My Friend's Place — Vendor # 1562

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$115,144
2021	102/500731	Contracts for Program Services		$62,087
		Sub Total		$177,231

Nashua Soup Kitchen & Shelter, Inc — Vendor # 1741

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget

DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS
SFY 2016 FINANCIAL DETAIL

2020	102/500731	Contracts for Program Services		$196,111
2021	102/500731	Contracts for Program Services		$88,695
		Sub Total		$284,806

New Generation — Vendor # 1772

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$97,357
2021	102/500731	Contracts for Program Services		$65,043
		Sub Total		$162,400

NH Coalition Against Domestic and Sexual Violence — Vendor # 1555

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$363,109
2021	102/500731	Contracts for Program Services		$428,693
		Sub Total		$791,802

Salvation Army Carey House, Laconia — Vendor # 1776

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$81,802
2021	102/500731	Contracts for Program Services		$118,260
		Sub Total		$200,062

Salvation Army McKenna House, Concord, Eastern Territory — Vendor # 1776

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$188,742
2021	102/500731	Contracts for Program Services		$124,173
		Sub Total		$312,915

Seacoast Family Promise — Vendor #

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$53,270
2021	102/500731	Contracts for Program Services		$41,391
		Sub Total		$94,661

Southern NH Services — Vendor # 1771

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$0
2021	102/500731	Contracts for Program Services		$0

DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMMUNITY MENTAL HEALTH CENTER CONTRACT AMENDMENTS
SFY 2016 FINANCIAL DETAIL

		Sub Total		$0

Southwestern Community Services — Vendor # 1775

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$302,869
2021	102/500731	Contracts for Program Services		$224,694
		Sub Total		$527,563

The Front Door Agency — Vendor # 1562

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$157,905
2021	102/500731	Contracts for Program Services		$130,086
		Sub Total		$287,991

The Way Home, Inc — Vendor # 1666

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$84,482
2021	102/500731	Contracts for Program Services		$56,174
		Sub Total		$140,656

Tri-County CAP, Inc — Vendor # 1771

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$87,864
2021	102/500731	Contracts for Program Services		$38,435
		Sub Total		$126,299

Waypoint — Vendor # 1771

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2020	102/500731	Contracts for Program Services		$166,817
2021	102/500731	Contracts for Program Services		$85,739
		Sub Total		$252,556

Overall Total	$6,882,604

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the State Grant in Aid Homeless Assistance Program

This 1st Amendment to the State Grant in Aid Homeless Assistance Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Generation, Inc., (hereinafter referred to as ("the Contractor"), a nonprofit, with a place of business at 9 Tide Mill Road, Greenland, NH 03840.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #40), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, 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, modify the price limitation and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $162,400.

2. Modify P-37, General Provisions, Section 1.3 to read:

   1.3. New Generation, Inc.

3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1. to read:

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide, including but not limited to:

4. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1.4. to read:

   2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 1, in its entirety.

6. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.1, in its entirety.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.2, to read:

   2.2. The Department will reimburse the Contractor based on the total emergency shelter beds in a program as reported to the Department of Housing and Urban Development. The rate includes all services provided in this Contract on behalf of the individual per day.

8. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, Subsection 3.1.

to read:

3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the fiftieth (15th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/29/2020
Date

Name: Christie Tappan
Title: Associate Commissioner

New Generation, Inc.

6/25/2020
Date

Name: JULIE Bailey
Title: PKS, Board of Director

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

06/29/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

JUN07'19 PM 1:49 DAS

40 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 7, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into agreements with the vendors listed below in an amount not to exceed $7,000,000, to provide the State Grant in Aid (SGIA) Homeless Assistance program, effective July 1, 2019, through June 30, 2021, upon Governor and the Executive Council approval. 100% General Funds.

Vendor Name	Vendor Number	Location
Bridge House Shelters	165288 - B001	260 Highland Street Plymouth NH 03264
Community Action Partnership of Strafford County	177200 - B004	577 Central Ave Ste 10 Dover NH 03820
Community Action Program, Belknap and Merrimack	177203 - B003	2 Industrial Park Drive Concord NH 03302
Concord Coalition to End Homelessness	267140 - B001	22 Stack Drive Bow NH 03304
Cross Roads House	166570 - B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition, NH	157730 - B001	122 Market Street Manchester NH 03101
Friends Program	154987 - B001	202 N State Street Concord NH 03301
Helping Hands Outreach Center	174226 - R001	50 Lowell Street Manchester NH 03101
Hundred Nights, Inc	TBD	17 Lamson Street Keene NH 03431
Lakes Region Community Developers	156571 - B001	658 Union Ave Laconia NH 03246
Marquerites Place	157465 - B001	87 Palm Street Nashua NH 03060
My Friend's Place	156274 - B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	2 Quincy Street Nashua NH 03061
New Generation	177295 - B001	9 Tide Mill Road Greenland NH 03840
NH Coalition Against Domestic and Sexual Violence	155510 - B001	One Hundred North Main Street Concord NH 03301

Salvation Army Carey House, Laconia	177627 - B001	177 Union Ave Laconia NH 03246
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	58 Clinton Street Concord NH 03301
Seacoast Family Promise	TBD	27 Hampton Road Exeter NH 03833
Southern NH Services	177198 - B006	40 Pine Street Manchester NH 03108
Southwestern Community Services	177511 - R001	63 Community Way Keene NH 03431
The Front Door Agency	156244 - B001	7 Concord Street, Nashua NH 03064
The Way Home, Inc	166673 - B001	214 Spruce Street Manchester NH 03103
Waypoint	177166 - B002	464 Chestnut Street Manchester NH 03105
[redacted]	[redacted]	**Total: $7,000,000**

Funds are available in the following account(s), and are anticipated to be available in State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office. During each State Fiscal Year of the contract, there is a shared price limitation among the vendors of $3,500,000. Consequently, there is no guaranteed minimum or maximum amount of client or service volume.

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	TBD	$3,500,000
2021	102-500731	Contracts for Prog Svc	TBD	$3,500,000
			Total	**$7,000,000**

EXPLANATION

The purpose of this request is to administer the State Grant in Aid (SGIA) Homeless Assistance program. The Contractors listed above shall be required to either: provide emergency shelter services and case management services or case management services only. The Department will reimburse the Contractor at a rate of $11.00 for services provided to each individual per day.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Contractors shall be monitored for performance through reports available from the HMIS system as follows:

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

The vendors listed above were selected for this project through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' web site from March 28, 2019 through April 25, 2019. The Department received twenty six (26) eligible applications, with one vendor withdrawing after submission. The applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the applications. The Bid Summary is attached.

As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

State Grant-In-Aid Homeless Assistance Program
RFA Name

RFA-2020-DEHS-01-STATE
RFA Number

Reviewer Names

1.
2.
3.
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Bridge House Shelter		100	90
2. New Generation, Inc.		100	100
3. Marguerite's Place		100	100
4. Southwestern Community Services		100	100
5. Cross Roads House		100	100
6. Community Action Program		100	95
7. Waypoint		100	100
8. Seacoast Family Promise		100	95
9. Nashua Soup Kitchen & Shelter, Inc.		100	100
10. NH Coalition Against Domestic & Sexual Violence		100	100
11. The Salvation Army-Carey House		100	100
12. The Salvation Army-McKenna House		100	100

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

13	New Hampshire Legal Assistance	100	100
14	Helping Hands Outreach Center	100	100
15	Southern New Hampshire Services	100	100
16	Headrest, Inc.	100	0
17	Tri-County Community Action Program, Inc.	100	100
18	Lakes Region Community Developers	100	100
19	My Friend's Place, Emergency Shelter Program	100	100
20	Families in Transition/New Hampshire	100	100
21	Community Action Partnership of Strafford County	100	100
22	Friends Program	100	100
23	Concord Coalition To End Homelessness	100	70
24	The Front Door Agency-Transformational Housing Program	100	100
25	Hundred Nights	100	100
26	The Way Home, Inc.	100	100
28.	0	100	0
29.	0	100	0
30.	0	100	0
31.	0	100	0

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

FORM NUMBER P-37 (version 5/8/15)

Subject: State Grant in Aid Homeless Assistance Program (RFA-2020-DEHS-01-STATE-14)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services.	1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857
1.3 Contractor Name New Generations, Inc.	1.4 Contractor Address 9 Tide Mill Road Greenland NH 03840
1.5 Contractor Phone Number 603-570-2462	1.6 Account Number 05-95-42-423010-7927-102-500731
1.7 Completion Date 6/30/21	1.8 Price Limitation 7,000,000
1.9 Contracting Officer for State Agency Nathan D. White, Director	1.10 State Agency Telephone Number 603-271-9631
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory Donna Marsh, Executive Director

1.13 Acknowledgement: State of N.H. , County of Rockingham

On June 7, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Mary Katherine Bauer

1.13.2 Name and Title of Notary or Justice of the Peace

Mary Katherine Bauer, Notary Public

1.14 State Agency Signature Date: 6/7/19	1.15 Name and Title of State Agency Signatory Christine Santaniello, Director DEHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 6/7/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials DM
Date 10/4/19

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials DM

Date 6/4/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials DM
Date 6/4/19

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.

2. Scope of Services

2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless or at risk of becoming homeless statewide. Including but not limited to:

2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in RSA 126-A:26.

2.1.3. Operating a facility in accordance with Exhibit C-1 Operation of Facilities: Compliance with Laws and Regulations that includes at a minimum:

2.1.3.1. Building maintenance and repair.

2.1.3.2. Security systems.

2.1.3.3. Heating and possible cooling equipment.

2.1.3.4. Property and business insurance.

2.1.3.5. Utilities and furnishings.

2.1.3.6. Amenities such as bathrooms.

2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless or at-risk of becoming homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

2.1.4.1. Assessing individuals and families' needs for well-being and obtaining housing, and developing an individualized plan to meet those needs.

2.1.4.2. Developing an individualized plan with the types of services and assistance programs to meet their needs.

2.1.4.3. Assisting individuals and families with accessing emergency shelter.

2.1.4.4. Assisting individuals and families with applying for and accessing permanent housing.

2.1.4.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.1.4.6. Assisting individuals and families with accessing community providers and supports, for, including but not limited to, mental health services, substance use treatment, medical care, employment, veterans benefit, financial and food assistance, and education supports.

2.1.5. The Contractor shall comply with the program requirements, which include but are not limited to:

2.1.5.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include but are not limited to:

2.1.5.1.1. Housing First Approach

2.1.5.1.2. Safe and appropriate diversion

2.1.5.1.3. Immediate and low-barrier access

2.1.5.1.4. Housing-focused, rapid exit services

2.1.5.1.5. Data to measure performance

2.1.5.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted on January 23, 2018, that is herein incorporated by reference and as amended.

2.1.5.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions such as but not limited to mental health services, medication stability, sexual orientation, vulnerability to illness, vulnerability to victimization, vulnerability to physical assault, racial equality, marital status or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.1.5.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restrictive by law such as for domestic violence. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.1.5.5. Agreeing to on-site monitoring, on an annual basis, to review compliance, progress, and performance, which includes, but is not limited to:

2.1.5.5.1. Reviewing policies and procedures for services provided.

2.1.5.5.2. Reviewing financial analyses.

2.1.5.5.3. Reviewing for compliance with safety and hazard requirements.

2.1.5.5.4. Reviewing Data and HMIS entry standards.

2.1.5.6. Complying with New Hampshire Administrative Rules He-M 314 Rights of Persons Using Emergency Shelters. http://www.gencourt.state.nh.us/rules/state_agencies.he-m300.html and ensuring that individuals understand their rights

3. Reporting

3.1. The Contractor shall submit monthly reports to the Department, with the corresponding monthly invoice for payment that includes the aggregate number of individuals served, in accordance with Section 2.1.5.4 above, no later than the 10th day of the following month.

3.2. The Contractor shall submit an annual report to the Department, with the aggregate number of individuals served in accordance with Section 2.1.2.4, beginning September 30, 2020 and each year thereafter.

4. Performance Measures

4.1. The Contractor's performance shall be measured to ensure that the data is entered into HMIS in accordance with Section 2.1.5.4, above, and clients are receiving the assistance needed to meet their goals.

4.2. The Contractor shall be monitored for performance through reports available from the HMIS system that include but are not limited to:

4.2.1. Length of time persons remain homeless

4.2.2. The extent to which persons who exit homelessness to permanent housing destinations return to homelessness

4.2.3. Successful exit to permanent housing destinations

Exhibit B

Method and Conditions Precedent to Payment

1. Price Limitation: This agreement is one of multiple agreements that will serve the State Grant in Aid to Homeless program. ***No maximum or minimum client and service volume is guaranteed.*** Accordingly, the price limitation among all agreements is identified in Block 1.8 of the P-37 for the duration of the agreement.
2. The funding source for this agreement for State Grant in Aid (SGIA) Homeless Assistance program are 100% General Funds
   - 2.1. Funds for SGIA Homeless Assistance program across all vendors, statewide, are anticipated to be $7,000,000 and available in the following amounts:
     - 2.1.1. $3,500,000 for State Fiscal Year 2020.
     - 2.1.2. $3,500,000 for State Fiscal Year 2021.
   - 2.2. The Department will reimburse the Contractor at a rate of $11.00 per individual per day. The rate includes all services provided in this agreement on behalf of the individual per day.
3. Payments shall be made as follows:
   - 3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
   - 3.2. In lieu of hard copies submitted to the address listed in Section 5.4. Exhibit B., all invoices may be assigned an electronic signature and emailed to: housingsupportsinvoices@dhhs.nh.gov
   - 3.3. The Contractor shall keep detailed records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses. The Contractor shall return completed invoices, as provided by the Department, no later than thirty (30) days from the

date services are provided.

3.4. The Contractor shall submit completed invoices to:

State Grant in Aid to Homeless Program
Bureau of Housing Supports
Department of Health and Human Services
Division of Economic and Housing Stability
129 Pleasant Street
Concord, NH 03301
Phone: 603-271-9196

3.5. The State 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.

4. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

Contractor Initials: DM
Date: 6/4/19

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials DM
Date 6/4/19



New Hampshire Department of Health and Human Services
Exhibit C-1

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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: New Generation, Inc.

6/4/19
Date

Donna Marsh
Name:
Title: Executive Director

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: New Generation, Inc.

6/4/19
Date

Donna Marsh
Name:
Title: Exec. Director

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials DM
Date 6/4/19

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: New Generation, Inc

6/4/19
Date

Donna Marsh
Name:
Title: Executive Director

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: New Generation Inc

6/4/19
Date

Donna Marsh
Name:
Title: Exec Director

DocuSign Envelope ID: 287EE255-2A98-488F-B13B-A2AC9F6BAC3F

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: New Generation, Inc.

6/4/19
Date

Donna Marsh
Name:
Title: Executive Director

Vendor Initials DM
Date 6/4/19

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

2. **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	New Generation, Inc.
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Donna Marsh
Name of Authorized Representative	Name of Authorized Representative
Director, DEIIS	Executive Director
Title of Authorized Representative	Title of Authorized Representative
6-7-19	June 4, 2019
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 Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: New Generation Inc.

6/4/19
Date

Donna Marsh
Name:
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: _____

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 _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO ✓ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data, and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Salvation Army ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), as amended on May 19, 2021, (Tabled Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $670,261

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

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
628C6CEB1B44416...
Name: Karen Hebert
Title: Division Director

The Salvation Army

11/9/2022
Date

DocuSigned by:
Michael J. Southwick
2DE0...
Name: Michael J. Southwick
Title: Secretary

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/15/2022

DocuSigned by:
Robyn Guarino
74873484941460...

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:

DocuSign Envelope ID: 2C3CB703-2A8F-4871-BD44-5D625FCF884C

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE SALVATION ARMY is a New York Nonprofit Corporation registered to transact business in New Hampshire on July 19, 1954. 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: **64368**

Certificate Number: **0005888465**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of October A.D. 2022.

David M. Scanlan
Secretary of State

[redacted]

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

BRIAN PEDDLE
GENERAL

WILLIAM A. BAMFORD
TERRITORIAL COMMANDER

THE SALVATION ARMY

FOUNDED IN 1865 BY WILLIAM AND CATHERINE BOOTH

EASTERN TERRITORIAL HEADQUARTERS
LEGAL DEPARTMENT
440 WEST NYACK ROAD, P.O. BOX C-635
WEST NYACK, NY 10994-1739
http://easternusa.salvationarmy.org
TELEPHONE (845) 620-7200
FAX (845) 620-7753

CERTIFICATE OF AUTHORITY

I, **Adolph M. Orlando**, hereby certify that:
(Name of the appointed Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly appointed **Second Assistant Secretary -Property** of **The Salvation Army**.
(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 **September 1, 2015**, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That **Michael J. Southwick, Secretary or Richard D. Allen, Assistant Secretary -Legal**
(may list more than one person) (Name and Title of Contract Signatory)

is duly authorized on behalf of **The Salvation Army** to enter into contracts or agreements with
(Name of Corporation/ LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to affect 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: **November 10, 2022**

Signature of Appointed Officer
Name: Adolph M. Orlando
Title: Second Assistant Secretary -Property

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/07/2022

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 CHESTERFIELD INSURANCE AGENCY, INC. P. O. BOX 237 GREEN, OH 44232-0237	CONTACT NAME: CARISSA WILLIAMS PHONE (A/C, No, Ext): (330) 896-9777 x 5824 FAX (A/C, No): 330-896-6548 E-MAIL ADDRESS:
INSURED THE SALVATION ARMY, A NEW YORK CORP. 440 WEST NYACK ROAD WEST NYACK, NY 10994-1739	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: ZURICH AMERICAN INS. CO. — 16535 INSURER B: THE SALVATION ARMY RISK TRUST INSURER C: THE SALVATION ARMY, A NY CORP. INSURER D: AMERICAN ZURICH INS. CO. — 40142 INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 004 010 110722 Laconia, NH 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	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			SELF INSURED RETENTION	01/01/22	01/01/23	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 500,000 $ 5,000 $ 500,000 $ 500,000 $ 500,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BAP 8978527-26	01/01/22	01/01/23	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 100,000
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 500,000			TRUST #19578500	01/01/22	01/01/23	EACH OCCURRENCE AGGREGATE	$ 4,500,000 $ 4,500,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC 8978533-26	01/01/22	01/01/23	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	AUTO LIABILITY EXCESS			SELF INSURED RETENTION	01/01/22	01/01/23	XS of $ 100,000	$ 400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Salvation Army, Carey House Shelter located at 6 Spring Street, Laconia NH shelter and operations 10/01/2022 through 1/1/2023.

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

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: Carissa M Williams

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

RISK MANAGEMENT Certificate of Insurance Request

THE SALVATION ARMY

Date Request Submitted: 11/3/22 **Date Certificate Needed:** 11/4/22

☑ E-mail certificate to: heather.west@use.salvationarmy.org

☐ Fax certificate to (attn):

TSA Location Information

ARC/CORP/INSTITUTION NAME: The Salvation Army
LOCATION #:
ADDRESS: 177 Union Avenue
CITY, STATE: Laconia, NH 03246
ZIPCODE:

Location to be Insured

NAME (IF DIFFERENT): The Salvation Army Carey House
LOCATION #:
ADDRESS: 6 Spring Street
CITY, STATE: Laconia, NH 03246
ZIPCODE:

Certificate Holder

NAME: State of NH Department of Health & Human Services
ADDRESS: 129 Pleasant Street
CITY, STATE: Concord, NH 03301-3857
ZIPCODE:

Additional Insured (List all Parties)

NAME (IF DIFFERENT):
ADDRESS:
CITY, STATE:
ZIPCODE:

Coverage Selection

☑ **General Liability**
Limit (if over $500,000):

☑ **Worker's Compensation**

☐ **Automobile**
Limit (if over $500,000):

☑ **Other** (specify coverages, limits & include contract)
G Lia. and Worker's Comp aggregate & per occurance

Description

Program, Service or Operation to be covered:

The Salvation Army Carey House Shelter and opperation.

Dates of Coverage:

From: 10/1/2022 **To:** 10/1/2023

Specific Wording or Requirements:

Current Acord must show General Liability (aggregate and per occurrence and Wokers' Compensation Insurance.

Must list Certificate Holder as: State of NH, Department of Health and Human services

129 Pleasant Street, Concord, NH 03301-3857

09/2015
CIA 07/2014

***PLEASE ALLOW 5 DAYS FOR PROCESSING

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

CHESTERFIELD COMPANIES
RISK MANAGEMENT SERVICES

2022

RE: The Salvation Army
Certificate of Insurance

To Whom It May Concern:

Regarding the attached Certificate of Liability Insurance, The Salvation Army General Liability coverage is structured in layers. The first layer is $500,000. The second layer is the Excess Liability (Trust #) in the amount of $4,500,000.

The Auto Liability is $100,000 with the second layer at $400,000. The Excess Liability (Trust #), in the amount of $4,500,000, completes the layers for the automobile coverage.

For both General Liability and Auto Liability, the coverage totals $5,000,000.

I trust this has explained the Liability coverage for The Salvation Army.

Sincerely,

Deanna M. Kruger

Deanna M. Kruger
Agent
Chesterfield Insurance Agency, Inc.
Direct Dial: (330) 896-7639 ext. 8123
E-mail Address: Deanna.Kruger@tpa4tsa.com

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

DOING THE MOST GOOD

The Salvation Army

Mission Statement

The Salvation Army, an international movement, is an evangelical part of the universal Christian church. Its message is based on the Bible. Its ministry is motivated by the love of God. Its mission is to preach the gospel of Jesus Christ and to meet human needs in His name without discrimination.

DocuSign Envelope ID: 2C3CB703-2A8F-4871-BD44-5D625FCF884C

[redacted]

Consolidated Financial Statements and Report of Independent Certified Public Accountants

The Salvation Army - Eastern Territory

September 30, 2021 and 2020

[redacted]

[redacted]

[redacted]

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

[redacted]

Contents

	Page
Report of Independent Certified Public Accountants	3
Consolidated Financial Statements	
Consolidated statements of financial position as of September 30, 2021 and 2020	5
Consolidated statement of activities for the year ended September 30, 2021, with comparative totals for the year ended September 30, 2020	6
Consolidated statement of activities for the year ended September 30, 2020	7
Consolidated statement of functional expenses for the year ended September 30, 2021, with comparative totals for the year ended September 30, 2020	8
Consolidated statement of functional expenses for the year ended September 30, 2020	9
Consolidated statements of cash flows for the years ended September 30, 2021 and 2020	10
Notes to consolidated financial statements	11

[redacted]

[redacted]

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

Grant Thornton

GRANT THORNTON LLP
757 Third Ave., 9th Floor
New York, NY 10017

D +1 212 599 0100
F +1 212 370 4520

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Trustees of
The Salvation Army - Eastern Territory

We have audited the accompanying consolidated financial statements of The Salvation Army - Eastern Territory (the "Eastern Territory"), which comprise the consolidated statements of financial position as of September 30, 2021 and 2020, and the related consolidated statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

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.

Auditor's 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's 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 Eastern Territory'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 Eastern Territory'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.

Grant Thornton LLP is the U.S. member firm of Grant Thornton International Ltd (GTIL). GTIL and each of its member firms are separate legal entities and are not a worldwide partnership.

DocuSign Envelope ID: 2C3CB703-2A8F-4871-BD44-5D625FCF884C

Grant Thornton

Opinion
In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of The Salvation Army - Eastern Territory as of September 30, 2021 and 2020, 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.

Grant Thornton LLP

New York, New York
February 28, 2022

[redacted]

[redacted]

[redacted]

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

The Salvation Army - Eastern Territory

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

As of September 30,
(in thousands)

	2021	2020
ASSETS		
Cash and cash equivalents	$ 196,603	$ 174,629
Accounts receivable	29,545	29,206
Legacies and bequests receivable	21,065	24,007
Pledges receivable, net	984	1,396
Inventory	7,419	6,373
Prepaid expenses and deferred charges	13,571	10,842
Right-of-use assets - operating	10,079	-
Right-of-use asset - finance	1,284	-
Notes receivable	25,364	38,027
Investments, at fair value	2,624,321	2,115,351
Assets of trusts administered by the Eastern Territory	98,730	93,882
Beneficial interest in trusts held by others	270,663	235,659
Net investment in lease	14,100	-
Land, buildings and equipment, net		
Land	199,197	200,959
Buildings, net of accumulated depreciation of $921,481 in 2021 and $883,665 in 2020	921,167	929,250
Construction in progress	63,918	84,552
Equipment, net of accumulated depreciation of $82,775 in 2021 and $81,165 in 2020	15,935	19,920
Land, buildings and equipment, net	1,200,217	1,234,681
Total assets	$ 4,514,135	$ 3,964,053
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	$ 41,121	$ 39,165
Lease liabilities - operating	10,263	-
Lease liability - finance	1,404	-
Liability for split-interest agreements	51,154	54,049
Mortgages and notes payable	493,468	526,753
Interest rate swaps	144,986	187,512
Conditional asset retirement obligations	68,870	67,416
Estimated liability for self-insurance claims	59,254	62,195
Estimated liability for pension and other postretirement benefits	744,552	736,868
Other liabilities	16,410	17,713
Total liabilities	1,631,482	1,691,671
Commitments and contingencies		
Net assets		
Net assets without donor restrictions:		
General operating	114,843	66,824
Board-designated	368,374	18,738
Land, buildings and equipment	1,084,544	1,092,397
Total net assets without donor restrictions	1,567,761	1,177,759
Net assets with donor restrictions:		
Amounts to be held in perpetuity	696,213	656,630
Other restrictions	618,679	437,993
Total net assets with donor restrictions	1,314,892	1,094,623
Total net assets	2,882,653	2,272,382
Total liabilities and net assets	$ 4,514,135	$ 3,964,053

The accompanying notes are an integral part of these consolidated financial statements.

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

The Salvation Army - Eastern Territory

CONSOLIDATED STATEMENT OF ACTIVITIES

For the year ended September 30, 2021
with comparative totals for the year ended September 30, 2020
(In thousands)

	2021			2020
	Without Donor Restrictions	With Donor Restrictions	Total	Total
Support and revenues				
Public support				
Received directly				
Contributions	$ 193,081	$ 12,611	$ 206,502	$ 199,604
Donations in-kind and contributed services	124,194	64	124,258	124,452
Legacies and bequests	67,230	5,275	72,505	62,165
Special events	5,714	-	5,714	4,109
Contributions from split-interest agreements	740	9,793	10,533	8,991
Total received directly	391,859	27,743	419,602	399,321
Received indirectly				
Allocated by federated fund raising organizations	8,277	-	8,277	8,985
Total public support	400,136	27,743	427,879	408,306
Fees and grants from governmental agencies	120,242	152	120,394	113,069
Other revenues				
Program and service fees	26,418	-	26,418	29,688
Sales to the public	113,106	-	113,106	92,821
Investment return, net	418,548	223,614	642,162	154,197
Gain on sale/disposition of land, buildings and equipment	23,860	-	23,860	126,720
Other	10,308	-	10,308	10,216
Total other revenues	592,240	223,614	815,854	413,642
Total support and revenues before net assets released from restrictions	1,112,618	251,509	1,364,127	935,017
Net assets released from restrictions	62,613	(62,613)	-	-
Total support and revenues	1,175,231	188,896	1,364,127	935,017
Expenses				
Program services				
Corps community center services	247,948	-	247,948	254,805
Rehabilitation center services	187,155	-	187,155	184,736
Residential and institutional services	87,726	-	87,726	87,456
Other social services	192,268	-	192,268	210,471
Total program services	675,097	-	675,097	726,556
Supporting services				
Management and general	100,527	-	100,527	99,811
Fundraising	39,992	-	39,992	38,659
Total supporting services	140,519	-	140,519	138,470
Total expenses	815,616	-	815,616	865,026
Surplus of support and revenues over expenses	359,615	188,896	548,511	69,989
Change in fair value of interest rate swaps	42,526	-	42,526	(36,209)
Change in value of split-interest agreements	403	31,373	31,776	4,828
Other components of net periodic benefit cost	(28,304)	-	(28,304)	(30,600)
Retirement related activity other than net periodic benefit cost	15,762	-	15,762	29,495
Change in net assets	390,002	220,269	610,271	37,413
Net assets at beginning of year	1,177,759	1,094,623	2,272,382	2,234,969
Net assets at end of year	$ 1,567,761	$ 1,314,892	$ 2,882,653	$ 2,272,382

The accompanying notes are an integral part of this consolidated financial statement.

DocuSign Envelope ID: 2C3CB703-2A8F-4871-BD44-5D625FCF884C

The Salvation Army - Eastern Territory

CONSOLIDATED STATEMENT OF ACTIVITIES

For the year ended September 30, 2020
(In thousands)

	Without Donor Restrictions	With Donor Restrictions	Total
Support and revenues			
Public support			
Received directly			
Contributions	$ 188,290	$ 11,314	$ 199,604
Donations-in-kind and contributed services	124,260	192	124,452
Legacies and bequests	50,672	11,493	62,165
Special events	4,109	-	4,109
Contributions from split-interest agreements	866	8,125	8,991
Total received directly	368,197	31,124	399,321
Received indirectly			
Allocated by federated fund raising organizations	8,985	-	8,985
Total public support	377,182	31,124	408,306
Fees and grants from governmental agencies	111,665	1,404	113,069
Other revenues			
Program and service fees	20,688	-	20,688
Sales to the public	92,821	-	92,821
Investment return, net	111,243	42,954	154,197
Gain on sale/disposition of land, buildings and equipment	126,720	-	126,720
Other	10,216	-	10,216
Total other revenues	370,688	42,954	413,642
Total support and revenues before net assets released from restrictions	859,535	75,482	935,017
Net assets released from restrictions	63,790	(63,790)	-
Total support and revenues	923,325	11,692	935,017
Expenses			
Program services			
Corps community center services	254,895	-	254,895
Rehabilitation center services	184,736	-	184,736
Residential and institutional services	67,456	-	67,456
Other social services	219,471	-	219,471
Total program services	726,558	-	726,558
Supporting services			
Management and general	99,811	-	99,811
Fund raising	38,659	-	38,659
Total supporting services	138,470	-	138,470
Total expenses	865,028	-	865,028
Surplus of support and revenues over expenses	58,297	11,692	69,989
Change in fair value of interest rate swaps	(36,209)	-	(36,209)
Change in value of split-interest agreements	(1,233)	6,061	4,828
Other components of net periodic benefit cost	(30,690)		(30,690)
Retirement related activity other than net periodic benefit cost	29,495	-	29,495
Change in net assets	19,660	17,753	37,413
Net assets at beginning of year	1,158,099	1,076,870	2,234,969
Net assets at end of year	$ 1,177,759	$ 1,094,623	$ 2,272,382

The accompanying notes are an integral part of this consolidated financial statement.

DocuSign Envelope ID: 2C3CB703-2A8F-4871-BD44-5D625FCF884C

The Salvation Army - Eastern Territory

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

For the year ended September 30, 2021,
with comparative totals for the year ended September 30, 2020
(in thousands)

	Program Services					Supporting Services				
	Corps Community Center Services	Rehabilitation Center Services	Residential and Institutional Services	Other Social Services	Total	Management and General	Fundraising	Total	2021 Total	2020 Total
Salaries, officer allowances and payroll taxes	$ 77,582	$ 81,635	$ 29,761	$ 34,292	$ 223,270	$ 47,483	$ 15,828	$ 63,311	$ 286,581	$ 306,922
Officer and employee benefits	38,495	16,741	7,172	6,533	68,941	13,838	3,346	17,184	86,125	89,744
Professional fees	8,219	1,941	5,451	3,897	19,508	7,572	8,568	16,540	36,048	32,085
Supplies	7,360	7,550	2,360	4,265	21,535	1,257	576	1,843	23,378	28,689
Telecommunications, postage and shipping	3,367	1,682	516	920	6,485	1,786	2,554	4,340	10,825	11,041
Occupancy, furnishings and equipment	43,471	33,306	10,138	7,762	94,677	13,068	696	13,764	108,441	113,993
Printing and publications	3,810	371	546	2,678	7,405	3,931	7,585	11,516	18,921	18,278
Travel, meals and transportation	8,016	6,105	477	1,770	16,428	1,656	449	2,105	18,533	23,079
Specific assistance to individuals	4,595	809	4,943	110,781	121,128	-	-	-	121,128	141,639
World services	-	-	-	9,501	9,501	-	-	-	9,501	10,531
Interest expense	14,369	1,952	1,208	989	18,578	1,108	-	1,108	19,686	19,980
Depreciation and amortization	34,130	14,716	3,589	6,392	58,827	2,500	248	2,748	61,575	60,052
Other	4,534	267	1,505	2,468	8,814	5,918	142	6,060	14,874	12,136
Total expenses	$ 247,948	$ 167,155	$ 67,726	$ 192,268	$ 675,097	$ 100,527	$ 39,992	$ 140,519	$ 815,616	$ 865,078

The accompanying notes are an integral part of this consolidated financial statement.

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

The Salvation Army - Eastern Territory

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

For the year ended September 30, 2020
(In thousands)

	Program Services					Supporting Services			
	Corps Community Center Services	Rehabilitation Center Services	Residential and Institutional Services	Other Social Services	Total	Management and General	Fundraising	Total	Total
Salaries, officer allowances and payroll taxes	$ 84,694	$ 87,067	$ 31,665	$ 39,670	$ 243,096	$ 47,722	$ 16,104	$ 63,826	$ 306,922
Officer and employee benefits	38,172	19,808	8,948	6,097	71,025	12,667	3,052	15,719	86,744
Professional fees	8,889	1,776	4,360	3,846	18,871	6,706	6,488	13,194	32,065
Supplies	8,402	9,718	3,002	5,461	26,583	1,373	733	2,106	28,689
Telecommunications, postage and shipping	3,908	1,543	374	985	6,810	1,567	2,664	4,231	11,041
Occupancy, furnishings and equipment	39,458	39,405	9,626	7,229	95,718	17,691	584	18,275	113,993
Printing and publications	2,909	507	441	2,044	5,901	4,533	7,844	12,377	18,278
Travel, meals and transportation	10,380	7,139	681	2,401	20,601	1,656	822	2,478	23,079
Specific assistance to individuals	5,280	1,323	3,885	131,070	141,538	-	-	-	141,538
World services	-	-	-	10,531	10,531	-	-	-	10,531
Interest expense	14,454	1,926	1,464	1,032	18,876	1,084	-	1,084	19,960
Depreciation	32,957	13,852	3,673	6,834	57,316	2,439	297	2,736	60,052
Other	5,392	672	1,357	2,271	9,692	2,373	71	2,444	12,136
Total expenses	$ 254,895	$ 184,736	$ 67,456	$ 219,471	$ 726,558	$ 99,811	$ 38,659	$ 138,470	$ 865,028

The accompanying notes are an integral part of this consolidated financial statement.

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

The Salvation Army - Eastern Territory

CONSOLIDATED STATEMENTS OF CASH FLOWS

For the years ended September 30,
(In thousands)

	2021	2020
Cash flows from operating activities:		
Change in net assets	$ 810,271	$ 37,413
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Change in fair value of interest rate swaps	(42,526)	36,209
Retirement related activity other than service cost	12,542	1,195
Depreciation and amortization	61,575	60,052
Realized and unrealized gains on investments	(513,103)	(127,215)
Change in value of split-interest agreements	(31,776)	(4,628)
Gain on sale/disposition of land, buildings and equipment	(23,860)	(126,720)
Gain on extinguishment of new markets tax credits	(4,978)	-
Legacies and bequests restricted for endowment	(1,470)	(1,581)
Contributions restricted for permanent investments and split-interest agreements	(10,780)	(458)
Contributions restricted for acquiring and constructing land, buildings and equipment	(35)	(86)
Changes in operating assets and liabilities:		
Accounts receivable	(339)	3,879
Legacies and bequests receivable	3,127	(1,636)
Pledges receivable	(220)	979
Inventory	(1,046)	892
Prepaid expenses and deferred charges	(2,729)	(1,065)
Right-of-use assets - operating	4,095	-
Split-interest agreements	20,589	8,185
Accounts payable and accrued expenses	1,530	(10,949)
Lease liabilities - operating	(3,911)	-
Conditional asset retirement obligations	1,454	1,370
Liability for self-insurance claims	(2,941)	1,883
Liability for pension and other postretirement benefits	(4,858)	(3,037)
Other liabilities	(1,303)	(1,215)
Net cash used in operating activities	(30,292)	(127,833)
Cash flows from investing activities:		
Purchase of investments	(446,870)	(547,672)
Proceeds from sale of investments	534,915	720,241
Proceeds from sale of land, buildings and equipment	21,261	76,248
Purchase of land, buildings and equipment	(38,073)	(56,958)
Net cash provided by investing activities	71,233	191,857
Cash flows from financing activities:		
Legacies and bequests restricted for endowment	1,285	1,871
Contributions restricted for acquiring and constructing land, buildings and equipment	657	420
Contributions restricted for permanent investments and split-interest agreements	739	805
Payments related to split-interest agreements	(5,831)	(6,312)
Proceeds from mortgages and notes payable	335,901	424,654
Payments on mortgages and notes payable and lease liability - finance	(351,548)	(444,779)
Net cash used in financing activities	(18,767)	(23,341)
NET INCREASE IN CASH AND CASH EQUIVALENTS	22,174	40,683
Cash and cash equivalents, beginning of year	174,629	133,746
Cash and cash equivalents, end of year	$ 196,803	$ 174,629
Supplemental disclosures of cash flow information:		
Cash paid during the year for interest	$ 19,656	$ 19,636
Accounts payable for construction projects	$ 2,811	$ 2,385
Right-of-use assets acquired under operating leases	$ 14,175	$ -
Right-of-use asset acquired under finance lease	$ 1,407	$ -
Extinguishment of New Markets Tax Credits loans receivables	$ 12,683	$ -
Extinguishment of New Markets Tax Credits loans payables	$ 17,641	$ -
Net investment in lease recognized for 99-year ground lease	$ 14,100	$ -
Reduction of financing obligation attributed to sale of property	$ -	$ 59,849

The accompanying notes are an integral part of these consolidated financial statements.

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

NOTE 1 - PURPOSE AND ORGANIZATION

The Salvation Army, founded in 1865, is a not-for-profit international religious organization and charitable movement organized and operated on a quasi-military pattern and is a branch of the Christian Church. Its membership includes officers (clergy), soldiers and adherents (laity), members of various activity groups and volunteers who serve as advisors, associates and committed participants in its service functions.

The accompanying consolidated financial statements include all programs and operations of The Salvation Army - Eastern Territory (the "Eastern Territory") incorporated as The Salvation Army (A New York Corporation), with its corporate headquarters located in West Nyack, New York. The Eastern Territory comprises the states of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Ohio and Northeast Kentucky, the Commonwealth of Puerto Rico and the U.S. Virgin Islands. The Eastern Territory also consolidates other related entities in which it has an economic interest and control. The centers of operation, which are the divisional headquarters, institutions, corps community centers, service extension units and adult rehabilitation centers, maintain their own standardized financial systems and accounting records under powers of attorney granted by corporate authority, and issue such reports and financial statements as may be called for locally, pertaining to the financial and property resources which they administer. All intercompany accounts and transactions have been eliminated.

The Eastern Territory is an organization exempt from income taxes under Section 501(a) as an entity described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended and is exempt from state income taxes under related state provisions.

The Eastern Territory operates a variety of programs including corps community centers that provide spiritual, educational and recreational services; homeless and emergency shelters; senior citizens' residences, children's homes and children's day care centers; adult rehabilitation centers and substance abuse centers; emergency disaster services; assistance for the poor, disabled, and retired; jail and hospital visitation; and camping activities.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying consolidated financial statements have been prepared in accordance with the national accounting policies of The Salvation Army. These policies are consistent with accounting principles generally accepted in the United States of America ("U.S. GAAP").

In order to observe restrictions which donors place on grants and other gifts, as well as designations made by the Board of Trustees, all assets, liabilities and activities are accounted for in the following net asset classifications:

Net Assets Without Donor Restrictions - Net assets that are not subject to donor-imposed restrictions and may be designated for specific purposes or locations by action of the Board of Trustees.

Net Assets With Donor Restrictions - Net assets that are subject to donor-imposed restrictions that will be fulfilled either by actions of the Eastern Territory or the passage of time or that include a stipulation that assets provided be retained and invested in perpetuity while permitting the Eastern Territory to use all or part of the investment return on these assets for specified or unspecified purposes.

[redacted]

DocuSign Envelope ID: 2C3CB703-2A8F-4871-BD44-5D625FCF884C

Cash and Cash Equivalents

For purposes of these consolidated financial statements, cash equivalents are defined as short-term, highly liquid investments that are both readily convertible to known amounts of cash and have original maturities of three months or less. Cash and cash equivalents do not include cash held for reinvestment which is included in investments. At September 30, 2021 and 2020, cash equivalents included $21,470 and $21,014, respectively, held in a money market account at a commercial bank as collateral for letters of credit for insurance purposes (see Note 19).

Pledges Receivable

Unconditional pledges receivable are recorded at net realizable value. Pledges receivable that are expected to be collected after one year are recorded at the present value of estimated future cash flows and discounted using a credit-adjusted discount rate applicable to the year in which the pledge was made. Amortization of the discount is recorded as additional contribution revenue. An allowance for uncollectible pledges receivable is based on management's judgment, including such factors as prior collection history, subsequent collections, creditworthiness of donor and nature of fundraising activity. Pledges are written off when determined to be uncollectible. Conditional pledges receivable are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

Inventory

Inventory for goods purchased for resale is stated at the lower of weighted average cost or market. Inventory for goods donated for resale is recorded based on estimated fair value.

Investments

Investments are recorded at fair value. Investment return includes interest and dividends and realized and unrealized appreciation (depreciation). Investment expenses, such as custodial fees, investment advisory fees and direct internal investment expenses involving the direct conduct or direct supervision of the strategic and tactical activities involved in generating investment return, are netted against investment return in the accompanying consolidated statements of activities.

The Eastern Territorial headquarters has the responsibility for investment activity for all units within the Eastern Territory. The portfolios related to net assets with donor restrictions are maintained on a pooled "mutual fund" accounting basis, with the net investment return being allocated to each participating account on a pro rata basis. Investment return earned on portfolios related to net assets without donor restrictions is distributed to the constituent accounts on the basis of a stated percentage of the monthly account balances during the year. Amounts so deposited may be withdrawn when required for use by the centers of operation.

Charitable gift annuities are maintained in a separate portfolio and are invested in accordance with applicable state laws for such monies. The Eastern Territory maintains assets sufficient to meet annuity requirements of various state laws.

Split-Interest Agreements

Accounting standards require that the following instruments be recorded as income and net assets at the present value of their ultimate Eastern Territory interest:



DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

Beneficial Interest in Trusts Held by Others

Donors have established and funded trusts which are administered by organizations other than the Eastern Territory. Under the terms of these trusts, the Eastern Territory has the irrevocable right to receive all or a portion of the income earned on the trust assets either in perpetuity or for the life of the trust. The Eastern Territory does not control the assets held by an outside trustee. The Eastern Territory records its beneficial interest in trusts held by a third party as increases in net assets with donor restrictions at the fair value of the assets contributed to the trust.

Distributions from trust assets that are free of purpose or time restrictions are recorded as net assets without donor restrictions. Distributions from trust assets that are restricted for a particular time or purpose are reported as net assets with donor restrictions and released from restrictions when the time has elapsed or the purpose has been satisfied. Adjustments to the beneficial interest to reflect changes in the fair value are reported in the consolidated statement of activities as a change in value of split-interest agreements.

Charitable Remainder Trusts

Donors have established and funded trusts under which specified distributions are to be made to a designated beneficiary or beneficiaries over the trusts' term. Upon termination of the trusts, the Eastern Territory receives the assets remaining in the trusts. Trusts are recorded as increases to net assets with donor restrictions at the fair value of trust assets, less the present value of the estimated future payments to be made under the specific terms of the trust on the date of the contribution using the Annuity 2012 mortality table. The discount rates ranged from 0.4% to 10.0% at September 30, 2021 and 1.8% to 10.0% at September 30, 2020.

Charitable Gift Annuities

Donors have contributed assets to the Eastern Territory in exchange for a promise by the Eastern Territory to pay a fixed amount or percentage for a specified period of time to the donors or to individuals or organizations designated by the donors. Under the terms of such agreements no trust exists as the assets received are held by, and the annuity liability is an obligation of, the Eastern Territory. Contribution revenue is recognized as increases to net assets with or without donor restrictions based on the existence or absence of donor-imposed restrictions and recorded at the fair value of the assets contributed, less the present value of the estimated future payments to be made under the specific terms of the agreement on the date of the contribution.

The discount rates ranged from 0.4% to 10.6% at September 30, 2021 and 0.6% to 10.6% at September 30, 2020. In fiscal years 2021 and 2020, the assumptions used in the valuation of the annuity liability include mortality data in accordance with the Annuity 2012 mortality table.

Pooled (Life) Income Funds

The Eastern Territory manages a life income fund. The fund is divided into units, and contributions from many donors are pooled and invested as a group. Donors are assigned a specific number of units based on the proportion of the fair value of their contributions to the total fair value of the pooled income fund on the date of the donor's entry into the pooled fund. The donor is paid the actual income earned on those units until his or her death. Upon the donor's death, the value of these assigned units reverts to the Eastern Territory.

The Eastern Territory recognizes its interest in the assets received as contribution revenue with donor restrictions, at the fair value of the assets received net of a discount for future interest based on the life expectancy of the donor. The contribution revenue net of this discount is recorded as contributions from split-interest agreements.

The discount rates ranged from 2.7% to 11.2% at September 30, 2021 and 2020. In fiscal years 2021 and 2020, the assumptions used in the valuation of the liability include mortality data in accordance with the Annuity 2012 mortality table.

Land, Buildings and Equipment

Land, buildings and equipment (with a purchase price of $10 or more) are stated at cost or, if donated, at fair value at the date of donation.

Revenue Recognition

All items of support and revenue are stated on the accrual basis.

Support and revenue are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions that are not fulfilled in the accounting period. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulations or by law. All expenses are reported as decreases in net assets without donor restrictions.

Contributions subject to donor-imposed restrictions are recorded as revenue with donor restrictions. When the donor-imposed restriction has been fulfilled or the stipulated time period has elapsed, the net assets are reclassified as net assets without donor restrictions and reported as net assets released from restrictions. Contributions with restrictions that are met during the fiscal year in which they are received are recorded as revenue without donor restrictions. Conditional promises to give and intentions to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

In accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers* ("ASC 606"), the Eastern Territory recognizes revenue when control of the promised goods or services are transferred to outside parties in an amount that reflects the consideration the Eastern Territory expects to be entitled to in exchange for those goods or services. Revenue for sales to public is recognized at the point in time of the sales transaction. Program and service fees are recognized as the services are rendered.

The Eastern Territory recognizes revenue from grants and contracts in accordance with Accounting Standards Update ("ASU") 2018-08, *Not-For-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. In accordance with ASU 2018-08, the Eastern Territory evaluates whether a transfer of assets is (1) an exchange transaction in which a resource provider is receiving commensurate value in return for the resources transferred or (2) a contribution. If the transfer of assets is determined to be an exchange transaction, the Eastern Territory applies guidance under ASC 606. If the transfer of assets is determined to be a contribution, the Eastern Territory evaluates whether the contribution is conditional based upon whether the agreement includes both (1) one or more barriers that must be overcome before the Eastern Territory is entitled to the assets transferred and promised and (2) a right of return of assets transferred or a right of release of a promisor's obligation to transfer assets.

A portion of the Eastern Territory's revenue is derived from federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when expenditures have been incurred or performance requirements have been met, in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as other liabilities in the consolidated statements of financial position.

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

Donations-In-Kind and Contributed Services

Material gifts-in-kind items used in the Eastern Territory's Corps and Unit programs and services (e.g., vehicles, free rent, and equipment, etc.) and donated goods distributed (e.g., clothing, furniture, and foodstuffs, etc.) are recorded at their estimated fair value as income when received and expense at the time the items are placed into service or distributed.

Goods donated for sale in the Eastern Territory's adult rehabilitation centers and thrift stores are recorded as contributions and processed donations-in-kind on the basis of a percentage of sales income determined by appraisal studies.

Contributed land, buildings and equipment are recorded at fair value at the date of donation as support and revenue without donor restrictions unless the use of such contributed assets is restricted by a donor-imposed restriction.

Contributed services are reported as contributions at their fair value if such services 1) create or enhance nonfinancial assets, or 2) they would typically need to be purchased if not provided by contribution, require specialized skills and are provided by individuals possessing such specialized skills. In addition, the appropriate value of donated services of individuals is recorded as an expense when such services qualify for cost reimbursement from third-party providers.

The Eastern Territory has a significant number of volunteers who contribute meaningful amounts of time in furtherance of the Eastern Territory's mission. Such contributions do not meet generally accepted accounting criteria for recognition as contributed services and, accordingly, are not reflected in the consolidated statements of activities.

Expenses

All expenses are stated on the accrual basis and are presented in the accompanying consolidated statements of activities and functional expenses. Expenses directly attributable to a specific functional category are reported as expenses of those functional categories. Expenses attributable to more than one functional category are allocated across program services and supporting services using a variety of cost allocation techniques. These techniques include the allocation of occupancy, furnishings and equipment, and depreciation expenses based on calculated use of the square footage of buildings. Salaries, allowances and taxes and employee and officer benefits are allocated based on an employee's time attributable to specific program and supporting services. Other expenses not attributed directly to a specific functional category are allocated based on the benefit attributed to each functional category.

Depreciation

Depreciation is provided on buildings, vehicles and equipment at straight-line rates based on estimated service lives. The estimated service lives for buildings and improvements are 20-50 years and 4-20 years for vehicles and equipment. For buildings, a half year of depreciation is charged in the year of acquisition or completion of construction, and in the year of disposition. For vehicles and equipment, a full year of depreciation is charged in the year of acquisition and no depreciation is charged in the year of disposition.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from these estimates.



DocuSign Envelope ID: 2C3CB703-2A8F-4871-BD44-5D625FCF884C

Reclassification

Certain information in the fiscal 2020 consolidated financial statements has been reclassified to conform to the fiscal 2021 presentation. Such reclassifications did not change total assets, liabilities, net assets, revenues or expenses as reported in the 2020 consolidated financial statements.

NOTE 3 - RECENT ACCOUNTING PRONOUNCEMENTS

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires organizations that lease assets (lessees) to recognize the assets and related liabilities for the rights and obligations created by the leases on the statement of financial position for leases with terms exceeding 12 months. ASU No. 2016-02 defines a lease as a contract or part of a contract that conveys the right to control the use of identified assets for a period of time in exchange for consideration. The lessee in a lease will be required to initially measure the right-of-use asset and the lease liability at the present value of the remaining lease payments, as well as capitalize initial direct costs as part of the right-of-use asset. In June 2020, the FASB issued ASU No. 2020-05, *Revenue from Contracts with Customers (Topic 606) and Leases (Topic 842)*, that allowed certain entities the option to defer the adoption of ASU 2016-02 by one year. The Eastern Territory adopted ASU 2016-02 for the year ended September 30, 2021 using the current period adjustment method which impacted the Eastern Territory's financial condition but did not have a material impact on the consolidated financial statements (see Note 18).

In September 2020, the FASB issued ASU No. 2020-07, *Presentation and Disclosure by Not-for-Profit Entities for Contributed Nonfinancial Assets* to increase the transparency of contributed nonfinancial assets through enhancement to presentation and disclosure. The new guidance requires contributed nonfinancial assets to be presented as a separate line item on the consolidated statement of activities, apart from cash and other financial asset contributions. This guidance also requires disclosure of the types of contributed nonfinancial assets and, for each category, information about whether the assets were monetized or utilized, a description of the policies to monetize or utilize such assets, a description of donor-imposed restrictions associated with the contributions, and a description of the valuation techniques and principal market used to arrive at a fair value measure at initial recognition. ASU No. 2020-07 will be effective for the Eastern Territory in fiscal year 2022. The Eastern Territory is in the process of evaluating the impact this standard will have on the consolidated financial statements.

NOTE 4 - PLEDGES RECEIVABLE, NET

Pledges receivable, net, at September 30, 2021 and 2020 include the following:

	2021	2020
Pledges receivable due in:		
Less than one year	$ 1,280	$ 1,538
One year to five years	177	653
	1,457	2,191
Discount to present value	(5)	(24)
Allowance for uncollectibles	(488)	(771)
Pledges receivable, net	$ 964	$ 1,396

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

At September 30, 2021 and 2020, the interest rates used to discount pledges receivable to present value ranged from 0.13% to 1.63% and 0.13% to 2.81%, respectively.

During fiscal years 2021 and 2020, the Eastern Territory received notification of certain intentions to give. However, due to their conditional nature, these gifts have not been reflected in the accompanying consolidated financial statements.

NOTE 5 - INVESTMENTS

Investments, at fair value, consisted of the following at September 30, 2021 and 2020:

	2021	2020
Marketable securities:		
Short-term securities	$ 120,518	$ 87,000
Corporate bonds and other fixed income securities	136,995	145,150
Government securities	78,892	105,511
Equity securities	720,737	593,155
Mutual fund	30,103	-
Total marketable securities	1,087,245	930,816
Alternative investments:		
Private equity	392,652	193,965
Timber	60,464	64,096
Real estate	60,348	64,260
Hedge funds	310,268	328,672
Commingled funds	672,944	544,411
Commodities	51,874	34,797
Total alternative investments	1,548,550	1,230,201
Receivables for securities sold	22,522	65,139
Liabilities for securities purchased	(36,532)	(113,308)
Accrued income	2,536	2,503
Total investments, at fair value	$ 2,624,321	$ 2,115,351

Depending on the underlying asset, the fair value is determined through a national exchange price for securities with a readily determinable value or by valuations and estimates typically determined by the underlying asset manager. Although the majority of these investment values are determined through national exchanges, certain investment values may differ from the values that would have been used had a ready market for these investments existed and the differences could be material. The financial statements of these investments are audited annually (typically at December 31) by independent auditors.

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

Investment return, net, for the years ended September 30, 2021 and 2020 consists of the following:

	2021	2020
Dividends and interest	$ 49,430	$ 38,340
Realized and unrealized gains, net	613,103	127,215
Investment fees	(20,371)	(11,358)
Investment return, net	$ 642,162	$ 154,197

NOTE 6 - FAIR VALUE MEASUREMENTS

U.S. GAAP defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date.

U.S. GAAP establishes a three-level fair value hierarchy that prioritizes the inputs used to measure fair value. This fair value hierarchy requires entities to maximize the use of observable inputs and minimize the use of unobservable inputs. Observable inputs reflect the assumptions market participants would use in pricing the asset or liability developed from sources independent of the reporting entity; and unobservable inputs reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The fair value hierarchy is categorized into three levels based on inputs as follows:

Level 1 - Quoted market prices for identical assets or liabilities to which an entity has access at the measurement date.

Level 2 - Inputs and information other than quoted market indices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include the following:

a. Quoted prices for similar assets or liabilities in active markets;

b. Quoted prices for identical or similar assets in markets that are not active;

c. Observable inputs other than quoted prices for the asset or liability; and

d. Inputs derived principally from, or corroborated by, observable market data by correlation or by other means.

Level 3 - Inputs that are unobservable and significant to the overall fair value measurement of the asset or liability.

The Eastern Territory has segregated all financial assets and liabilities that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value, except for those investments and assets of trusts administered by the Eastern Territory that are measured at fair value using the net asset value ("NAV") per share practical expedient.

DocuSign Envelope ID: 2C3CB703-2A8F-4871-BD44-5D625FCF884C

The following table serves to prioritize the inputs used to value the Eastern Territory's financial assets and liabilities within the fair value hierarchy as of September 30, 2021:

	Level 1	Level 2	Level 3	Net Asset Value	Total
Assets					
Marketable securities:					
Short-term securities	$ 118,354	$ 2,164	$ -	$ -	$ 120,518
Corporate bonds and other fixed income securities	-	136,995	-	-	136,995
Government securities	23,236	55,656	-	-	78,892
Equity securities	720,484	253	-	-	720,737
Mutual fund	30,103	-	-	-	30,103
Total marketable securities	892,177	195,068	-	-	1,087,245
Alternative investments	-	-	28,527	1,520,023	1,548,550
Total investments*	892,177	195,068	28,527	1,520,023	2,635,795
Split-interest agreements:					
Assets of trusts administered by the Eastern Territory					
Cash and cash equivalents	2,408	-	-	-	2,408
Equity securities	31	-	-	-	31
Exchange-traded fund	1,600	-	-	-	1,600
Mutual fund	3,861	-	-	-	3,861
Common trust funds	-	-	-	90,830	90,830
Total assets of trusts administered by the Eastern Territory	7,900	-	-	90,830	98,730
Interests in trusts held by others	-	-	270,663	-	270,663
Total split-interest agreements	7,900	-	270,663	90,830	369,393
Total assets	$ 900,077	$ 195,068	$ 299,190	$ 1,610,853	$ 3,005,188
Liabilities					
Interest rate swaps	$ -	$ 144,986	$ -	$ -	$ 144,986
Total liabilities	$ -	$ 144,986	$ -	$ -	$ 144,986

* Excluded from the summary of investments but included in the Eastern Territory's investments are pending trade receivables, pending trade payables and accrued income.

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

The following table serves to prioritize the inputs used to value the Eastern Territory's financial assets and liabilities within the fair value hierarchy as of September 30, 2020:

	Level 1	Level 2	Level 3	Net Asset Value	Total
Assets					
Marketable securities:					
Short-term securities	$ 85,765	$ 1,235	$ -	$ -	$ 87,000
Corporate bonds and other fixed income securities	2,043	143,107	-	-	145,150
Government securities	26,345	79,166	-	-	105,511
Equity securities	592,914	241	-	-	593,155
Total marketable securities	707,067	223,749	-	-	930,816
Alternative investments	-	-	25,233	1,204,968	1,230,201
Total investments*	707,067	223,749	25,233	1,204,968	2,161,017
Split-interest agreements:					
Assets of trusts administered by the Eastern Territory					
Cash and cash equivalents	2,227	-	-	-	2,227
Equity securities	190	-	-	-	190
Exchange-traded fund	1,442	-	-	-	1,442
Mutual fund	3,466	-	-	-	3,466
Common trust funds	-	-	-	86,557	86,557
Total assets of trusts administered by the Eastern Territory	7,325	-	-	86,557	93,882
Interests in trusts held by others	-	-	235,659	-	235,659
Total split-interest agreements	7,325	-	235,659	86,557	329,541
Total assets	$ 714,392	$ 223,749	$ 260,892	$ 1,291,525	$ 2,490,558
Liabilities					
Interest rate swaps	$ -	$ 187,512	$ -	$ -	$ 187,512
Total liabilities	$ -	$ 187,512	$ -	$ -	$ 187,512

* Excluded from the summary of investments but included in the Eastern Territory's investments are pending trade receivables, pending trade payables and accrued income.

The following are rollforwards of Level 3 financial assets for the years ended September 30, 2021 and 2020:

	Beginning Balance as of October 1, 2020	Purchases/ Additions	Sales/ Distributions	Realized and Unrealized Gains, Net	Ending Balance as of September 30, 2021
Real estate alternative investment	$ 25,233	$ 2,989	$ (1,728)	$ 2,033	$ 28,527
Interests in trusts held by others	235,659	9,676	(7,339)	32,667	270,663
	$ 260,892	$ 12,665	$ (9,067)	$ 34,700	$ 299,190

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

	Beginning Balance as of October 1, 2019	Purchases/ Additions	Sales/ Distributions	Realized and Unrealized Gains, Net	Ending Balance as of September 30, 2020
Real estate alternative investment	$ 23,348	$ 273	$ (233)	$ 1,847	$ 25,233
Interests in trusts held by others	231,078	7,947	(8,868)	5,502	235,659
	$ 254,424	$ 8,220	$ (9,101)	$ 7,349	$ 260,892

Net realized and unrealized gains (losses) in the table above are reflected in the accompanying consolidated statements of activities and included as part of investment return, net, and change in value of split-interest agreements.

The Eastern Territory uses the NAV per share or its equivalent as a practical expedient to determine the fair value of all the underlying investments, which (a) do not have a readily determinable fair value and (b) prepare their financial statements consistent with the measurement principles of an investment company or have the attributes of an investment company.

The following table lists investments valued at NAV per share or its equivalent, by major category, at September 30, 2021:

	Strategy	NAV in Funds	# of Funds	Remaining Life	$ Amount of Unfunded Commitments	Redemption Terms	Redemption Restrictions
Private Equity	Venture and buyout in the U.S. and international	$ 392,652	27	1 – 10 years 1 fund pending liquidation	$ 61,939	1 fund pending liquidation, No liquidity for the remaining funds	N/A
Real Estate	Real Estate	31,821	9	7 funds 1 – 11 years, 2 funds pending liquidation	32,057	2 funds pending liquidation, No liquidity for remaining funds	N/A
Timber	Holdings of timber producing property	60,484	7	1 – 4 years	-	No liquidity	N/A
Commingled Funds	Distressed asset funds and credit strategies	4,413	1	1 year	750	No liquidity	N/A
Commingled Funds	Global funds	868,531	9	8 funds N/A, 1 fund pending liquidation	303	Monthly for 5 funds, Quarterly for 3 funds, 1 fund pending liquidation	2 funds have redemption gates, 1 fund has a 3 year rolling lock up
Commodities	Energy, Metals, Agriculture	51,874	3	1 fund 1 year, 2 funds 5-7 years	3,770	No liquidity	N/A
Hedge Funds	U.S. and Global Long/ Short-Term Equities	310,269	5	4 funds N/A, 2 funds pending liquidation	50,000	Monthly for 1 fund, Quarterly for 2 funds, Annual for 2 funds, Biannual for 1 fund, 2 funds pending liquidation	3 funds have redemption gates, 1 fund has a 2 year lock up
Common Trust Funds	Track or exceed certain U.S. and international equity and fixed income indices	90,830	5	N/A	-	Daily liquidity	N/A
	Total	$1,610,853	72		$ 148,825		

As of September 30, 2021, additional unfunded commitments totaling $6,739 pertain to the Level 3 real estate alternative investment and are excluded from the table above.

DocuSign Envelope ID: 2C3CB703-2A8F-4871-BD44-5D625FCF884C

The following table lists investments valued at NAV per share or its equivalent, by major category, at September 30, 2020:

	Strategy	NAV in Funds	# of Funds	Remaining Life	$ Amount of Unfunded Commitments	Redemption Terms	Redemption Restrictions
Private Equity	Venture and buyout in the U.S. and international	$ 193,965	23	1 – 11 years, 1 fund pending liquidation	$ 71,990	1 fund pending liquidation, No liquidity for the remaining funds	N/A
Real Estate	Real Estate	39,027	10	7 funds 1 – 10 years, 1 fund N/A, 2 funds pending liquidation	41,778	Quarterly for 1 fund, 2 funds pending liquidation, No liquidity for remaining funds	N/A
Timber	Holdings of timber producing property	84,098	7	1 – 3 years	-	No liquidity	N/A
Commingled Funds	Distressed asset funds and credit strategies	4,378	1	1 year	750	No liquidity	N/A
Commingled Funds	Global funds	540,035	10	9 funds N/A, 1 fund pending liquidation	2,248	Monthly for 6 funds, Quarterly for 4 funds, 1 fund pending liquidation	4 funds have redemption gates
Commodities	Energy, Metals, Agriculture	34,797	3	1 fund 2 years, 2 funds 5-7 years	8,998	No liquidity	N/A
Hedge Funds	U.S. and Global Long/ Short-Term Equities	328,672	11	5 funds N/A, 6 funds pending liquidation	-	Monthly for 1 fund, Quarterly for 2 funds, Annual for 1 fund, Biannual for 1 fund, 6 funds pending liquidation	2 funds have redemption gates, 1 fund has a 1 year lock up
Common Trust Funds	Track or exceed certain U.S. and international equity and fixed income indices	88,557	8	N/A	-	Daily liquidity	N/A
	Total	$1,291,525	73		$ 126,759		

NOTE 7 - PENSION, RETIREMENT AND OTHER POSTRETIREMENT PLANS

Employee Pension Plans

Eligible employees participate in the Employee Pension Plan (the "Plan") with other Salvation Army Territories which provides for death, disability and retirement benefits. The Plan is a defined contribution, money purchase plan.

Annual contributions to the Plan for the Eastern Territory are based on a stipulated 6% of employees' salaries. In fiscal years 2021 and 2020, the Eastern Territory incurred $8,693 and $8,672 of expenses under this plan, net of employee forfeitures of $2,425 and $2,504, respectively. The Eastern Territory has recorded a liability for contributions accrued under the Plan of $2,186 and $1,863 as of September 30, 2021 and 2020, respectively, and are included on the accompanying consolidated statements of financial position as part of the estimated liability for pension and other postretirement benefits.

The Eastern Territory has board-designated assets of $3,690 and $3,990 as of September 30, 2021 and 2020, respectively, for an inactive money purchase pension plan for employees whose benefits were frozen as of April 30, 1977. The liability for benefits accrued under this plan of $3,690 and $3,990 as of September 30, 2021 and 2020, respectively, are included on the accompanying consolidated statements of financial position as part of the estimated liability for pension and other postretirement benefits.

DocuSign Envelope ID: 2C3CB703-2A8F-4871-BD44-5D625FCF884C

Officers' Retirement Provisions and Other Post-Retirement Benefits

The Eastern Territory has a noncontributory retirement provision for officers which provides retirement benefits, as defined by The Salvation Army policy governing such benefits. Retirement allowances are determined based upon active officer allowances and length of service.

They are self-funded principally by annual assessments to all centers of operation, by designated portions of legacy income, by earnings on assets designated for retirement benefits and by special appropriations. Such designated assets, which were $16,873 and $16,123 as of September 30, 2021 and 2020, respectively, are included in board-designated net assets. These assets may be reallocated for other purposes at any time by the Eastern Territory's Board of Trustees.

The Eastern Territory also provides certain healthcare and death benefits for retired Salvation Army officers as part of the retirement provision for officers. The Eastern Territory also provides a housing and furnishings allowance at the time of retirement. All Eastern Territory officers and their eligible dependents are eligible for these benefits, as defined by the Eastern Territory policy. Provisions for these benefits are self-funded in a manner similar to officers' retirement benefits. Such designated assets, which were $58,392 and $66,218 as of September 30, 2021 and 2020, respectively, are included in board-designated net assets. These assets may be reallocated for other purposes at any time by the Eastern Territory's Board of Trustees.

The following table summarizes the benefit obligations, fair value of plan assets, funded status, and accrued benefit cost of the plans reported on the consolidated statements of financial position at September 30, 2021 and 2020:

	2021		2020	
	Retirement Provisions	Other Postretirement Benefits	Retirement Provisions	Other Postretirement Benefits
Benefit obligation, beginning of year	$ 354,006	$ 377,009	$ 332,888	$ 399,858
Service cost	10,418	12,447	10,131	14,053
Interest cost	9,906	11,303	10,547	13,183
Plan amendments	-	-	-	-
Assumption changes	(9,586)	(11,812)	15,544	(6,554)
Actuarial loss (gain)	5,099	7,613	637	(32,162)
Benefit payments	(16,895)	(10,852)	(15,741)	(11,369)
Benefit obligation, end of year	$ 352,968	$ 385,708	$ 354,006	$ 377,009
Fair value of plan assets at September 30	$ -	$ -	$ -	$ -
Funded status at September 30	$ (352,968)	$ (385,708)	$ (354,006)	$ (377,009)
Accrued benefit cost	$ 327,552	$ 380,303	$ 327,250	$ 367,193

In December 2019, Congress passed the 2020 Further Consolidated Appropriations Act (the "Act") which repealed the Cadillac Tax, a tax on high-cost health care plans that was originally passed as a provision of the Affordable Care Act. The change in law served to decrease the fiscal year 2020 other postretirement benefits plan obligation by approximately $19,600. However, this impact was offset due to a decrease in the discount rates commensurate with lower long-term interest rates which served to increase the fiscal year 2020 retirement plan and postretirement benefits plan obligations by approximately $19,800 and $19,700, respectively. During fiscal year 2021, higher long-term interest rates resulted in an increase to

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

discount rates which served to decrease the fiscal year 2021 retirement plan and postretirement benefits plan obligations by approximately $10,600 and $13,300, respectively. These changes are reflected in the table above as part of assumption changes.

The amount reflected in the 2020 table above as an actuarial gain, which served to decrease the fiscal year 2020 benefit obligation of the other postretirement plan by $32,162, is primarily due to differences between actual and expected plan experience relating to claims paid and demographic changes.

The amount of contributions and benefit payments from the plans for the years ended September 30, 2021 and 2020 were:

	2021		2020	
	Retirement Provisions	Other Postretirement Benefits	Retirement Provisions	Other Postretirement Benefits
Employer contributions	$ 16,895	$ 10,852	$ 15,741	$ 11,369
Participant contributions	-	-	-	-
Benefit payments	$ 16,895	$ 10,852	$ 15,741	$ 11,369

The following table provides the components of the net periodic benefit cost recognized as expense for the years ended September 30, 2021 and 2020:

	2021		2020	
	Retirement Provisions	Other Postretirement Benefits	Retirement Provisions	Other Postretirement Benefits
Service cost	$ 10,418	$ 12,447	$ 10,131	$ 14,053
Interest cost	9,906	11,303	10,547	13,183
Amortization of unrecognized:				
Prior service cost	1,422	212	1,422	212
Net actuarial loss	5,461	-	4,793	533
Net periodic benefits cost	$ 27,207	$ 23,962	$ 26,893	$ 27,981

Service cost totaling $22,865 and $24,184 for fiscal years 2021 and 2020, respectively, are reported as part of operating expenses and officer and employee benefits in the accompanying consolidated statements of activities and functional expenses. Other components of net periodic benefit cost totaling $28,304 and $30,690, for fiscal years 2021 and 2020, respectively, are reported as nonoperating activities in the accompanying consolidated statements of activities.

[redacted]

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

For the years ended September 30, 2021 and 2020, the change in estimated additional minimum liability for retirement and other post-retirement benefits consisted of:

	2021		2020	
	Retirement Provisions	Other Postretirement Benefits	Retirement Provisions	Other Postretirement Benefits
Net actuarial (gain) loss	$ (4,468)	$ (4,199)	$ 16,181	$ (38,716)
Amortization of net actuarial loss	(5,461)	-	(4,793)	(533)
Amortization of prior service cost	(1,422)	(212)	(1,422)	(212)
	$ (11,351)	$ (4,411)	$ 9,966	$ (39,461)

Items not yet recognized as a component of net periodic benefit cost as of September 30, 2021 and 2020 consisted of:

	2021		2020	
	Retirement Provisions	Other Postretirement Benefits	Retirement Provisions	Other Postretirement Benefits
Unrecognized actuarial loss	$ 102,911	$ 4,117	$ 112,839	$ 8,316
Unrecognized prior service cost	11,190	1,286	12,613	1,498
	$ 114,101	$ 5,403	$ 125,452	$ 9,814

The estimated net actuarial loss and prior service cost for the defined benefit pension plan that will be amortized from net assets without donor restrictions into the net periodic benefit cost during the next fiscal year are $4,843 and $1,422, respectively. The estimated net actuarial loss and prior service cost for the postretirement benefit plan that will be amortized from net assets without donor restrictions into the net periodic benefit cost during the next fiscal year are $0 and $212, respectively.

The weighted-average rates used in the measurement of the benefit obligations as of September 30, 2021 and 2020, were as follows:

	2021		2020	
	Retirement Provisions	Other Postretirement Benefits	Retirement Provisions	Other Postretirement Benefits
Discount rate	3.05%	3.23%	2.85%	3.04%
Rate of compensation increase	2.50%	N/A	2.50%	N/A
Expected rate of return on plan assets	N/A	N/A	N/A	N/A

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

Other actuarial assumptions used as of September 30, 2021 and 2020, were as follows:

	2021	2020
Initial healthcare cost trend rate:		
Pre-65	6.19%	6.66%
Post-65	6.46%	7.11%
Ultimate healthcare cost trend rate:		
Pre-65	4.50%	4.50%
Post-65	4.50%	4.50%
Year ultimate healthcare cost trend rate is achieved	2031	2028

The weighted-average rates used in the measurement of the net periodic benefit cost for the years ended September 30, 2021 and 2020, were as follows:

	2021		2020	
	Retirement Provisions	Other Postretirement Benefits	Retirement Provisions	Other Postretirement Benefits
Discount rate	2.85%	3.04%	3.24%	3.34%
Rate of compensation increase	2.50%	N/A	2.50%	N/A

Other actuarial assumptions used for the years ended September 30, 2021 and 2020, were as follows:

	2021	2020
Initial healthcare cost trend rate:		
Pre-65	6.66%	7.02%
Post-65	7.11%	7.52%
Ultimate healthcare cost trend rate:		
Pre-65	4.50%	4.50%
Post-65	4.50%	4.50%
Year ultimate healthcare cost trend rate is achieved	2028	2028

For the years ended September 30, 2021 and 2020, the effect of a 1% change in the healthcare cost trend rate were as follows:

	2021		2020	
	1% Increase	1% Decrease	1% Increase	1% Decrease
Effect on net periodic benefit cost	$ 6,489	$ (4,812)	$ 6,200	$ (4,587)
Effect on accumulated benefit obligation	72,576	(56,854)	72,672	(56,697)

DocuSign Envelope ID: 2C3CB703-2A8F-4871-BD44-5D625FCF884C

The estimated future benefit payments as of September 30, 2021, were projected to be as follows:

Fiscal Year	Retirement Provisions	Other Postretirement Benefits
2022	$ 14,365	$ 11,102
2023	15,747	11,567
2024	16,456	12,100
2025	19,288	12,736
2026	17,794	13,689
2027 - 2031	106,439	80,736

Because the plans are unfunded, the estimated future benefit payments also represent the expected contributions to the plans for that year.

NOTE 8 - ESTIMATED LIABILITY FOR SELF-INSURANCE CLAIMS

Officers and employees of the Eastern Territory are provided health benefits under a self-insured program which is administered by a third-party claims administrator. The employee medical plan is funded by employee contributions and annual assessments to all centers of operations.

The Eastern Territory also maintains self-insurance programs for general liability, automobile, workers' compensation, and property coverage. The programs are administered by the Eastern Territory Headquarters and are intended to provide coverage for claims arising in all centers of operations. Funding for these programs is obtained through assessments to all centers of operations for each line of coverage and through earnings on designated assets held to pay claims. Assets designated by the Eastern Territory's Board of Trustees for insurance programs amounted to $62,203 and $59,296 at September 30, 2021 and 2020, respectively, and were included in board-designated net assets. These assets may be reallocated for other purposes at any time by the Eastern Territory's Board of Trustees.

Liabilities for self-insurance claims have been developed based on an actuarial model based on historical claims and industry experience. As of September 30, 2021 and 2020, the actuarially determined liabilities consisted of the following:

	2021		
	Case Reserve	Incurred But Not Reported	Total
Officer and employee medical plans	$ 124	$ 6,665	$ 6,789
General liability, automobile, workers' compensation and property coverage	25,622	26,843	52,465
Total liability for self-insurance claims	$ 25,746	$ 33,508	$ 59,254

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

	2020		
	Case Reserve	Incurred But Not Reported	Total
Officer and employee medical plans	$ 312	$ 7,190	$ 7,502
General liability, automobile, workers' compensation and property coverage	26,675	28,018	54,693
Total liability for self-insurance claims	$ 26,987	$ 35,208	$ 62,195

NOTE 9 - MORTGAGES AND NOTES PAYABLE

Notes Payable

On August 16, 2007, the Eastern Territory issued an offering memorandum for the sale and issuance of up to $400,000 of Taxable Commercial Paper Notes (the "Notes") for the purpose of real estate acquisitions and facilities construction. The Notes were split into two Series, the Series 2007A Notes and the Series 2007B Notes, and were purchased or the sale arranged by JPMorgan Chase Securities, Inc. ("JPMorgan") and Merrill Lynch & Co. Inc. ("Merrill Lynch"), respectively, the dealers in the transactions. The Series 2007A Notes were sold at a discount with the face amount payable at maturity and the Series 2007B Notes were offered at both a discount and at par with the face amount payable at maturity and both series are interest bearing. The Notes carry maximum maturities of 270 days and may be issued in denominations of $100 or in integral multiples of $1 in excess of $100. The Notes are unsecured general obligations of the Eastern Territory. Deutsche Bank Trust Company Americas was the issuing and paying agent.

On August 22, 2007, $100,000 of Series 2007A Notes and $60,000 of Series 2007B Notes were issued. On September 11, 2008, an additional $35,000 of Series 2007A Notes and $40,000 of Series 2007B Notes were issued. On October 15, 2009, an additional $50,000 of Series 2007A Notes was issued. On October 9, 2010, the Eastern Territory issued an additional $35,000 of Series 2007A Notes and $25,000 of Series 2007B Notes. Deutsche Bank Trust Company Americas was the issuing and paying agent. On August 13, 2013, U.S. Bank Global Corporate Trust Services became the issuing and paying agent.

On November 29, 2011, the Eastern Territory entered a credit agreement with U.S. Bank for two term loans in accordance with its long-term financing strategy. The first term loan ("Term Loan A") of $45,000 with a repayment term of 54 months was due and payable in full on December 1, 2019. On February 6, 2019, the Term Loan A credit agreement was amended to extend the loan maturity date to July 1, 2022. Proceeds were used to pay down $45,000 of Series 2007B Notes issued in 2007. The second term loan ("Term Loan B") of $55,000 with a repayment term of 10 years is due and payable in full on November 29, 2021. On November 23, 2021, the Term Loan B credit agreement was amended to extend the loan maturity date to November 29, 2022. The loans bear interest daily at a per annum rate equal to one-month LIBOR plus the applicable margin, which amount to 0.40% (0.50% prior to December 28, 2018) and 0.80% for Term Loan A and Term Loan B, respectively. At September 30, 2021 and 2020, the Eastern Territory had a combined principal balance outstanding of $100,000 for Term Loans A and B. Term Loans A and B are unsecured general obligations of the Eastern Territory. The interest rates on Term Loans A and B were 0.486% and 0.686%, respectively, at September 30, 2021 and 0.557% and 0.957%, respectively, at September 30, 2020.

On May 24, 2012, the Eastern Territory entered into a credit agreement with TD Bank for a term loan in accordance with its long-term financing strategy. The term loan ("TD Term Loan") of $100,000 with a repayment term of 10 years is due and payable in full on May 24, 2022. Proceeds were used to retire $20,000 of Series 2007A Notes issued in 2007 and $50,000 of Series 2007B Notes issued in 2007 and

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

2008. On June 5, 2012, $14,000 of Series 2007B Notes issued in 2008 and 2010 were paid down and not reissued and on July 6, 2012, an additional $16,000 of Series 2007B Notes issued in 2008 and 2010 were paid down and not reissued. The loan bears interest daily at a per annum rate equal to one-month LIBOR plus an applicable margin of 1.0%. At September 30, 2021 and 2020, the Eastern Territory had a principal balance outstanding of $100,000. The interest rate on the TD Term Loan was 1.086% and 1.155% at September 30, 2021 and 2020, respectively.

On February 17, 2016, the Eastern Territory issued a Supplement to the Offering Memorandum dated April 16, 2015 (the "Supplement"). As set forth in the Supplement, the Eastern Territory reduced the principal amount of the Series 2007A Notes to $100,000, and issued a new series of commercial paper notes in an amount up to $100,000, which was denoted as Taxable Commercial Paper Notes, Series 2016A. J.P. Morgan Securities LLC, the dealer with respect to the 2007A Notes, serves as dealer with respect to the Series 2016A Notes. JPMorgan Chase Bank, N.A. provided $100,000 of liquidity for the payment of maturing principal of the Series 2016A Notes pursuant to the terms of a Revolving Loan Agreement. The Series 2016A Notes carry maximum maturities of 270 days and may be issued in denominations of $100 or in integral multiples of $1 in excess of $100. The Series 2016A Notes are unsecured general obligations of the Eastern Territory. U.S. Bank National Association is the issuing and paying agent.

As of September 30, 2021 and 2020, the Eastern Territory had a principal balance outstanding of $199,903, net of discount $97, and a principal balance of $199,842, net of discount of $158, respectively, for Series 2007A and Series 2016A Notes. During fiscal years 2021 and 2020, interest rates on the Series 2007A and Series 2016A Notes ranged from 0.08% to 0.29% and 0.24% to 1.90%, respectively.

Total interest expense related to the long-term financing strategy for the years ended September 30, 2021 and 2020 was $19,245 and $19,255, respectively. Included in this amount are net payments to counterparties related to interest rate swap agreements (see Note 10) of $16,855 and $12,464 for the years ended September 30, 2021 and 2020, respectively.

Mortgages Payable

United States Department of Housing and Urban Development

The Eastern Territory is obligated under various mortgages payable, which represent liabilities to the United States Department of Housing and Urban Development ("HUD") related to the purchase of land and construction of buildings for senior citizens' residences as well as for transitional and emergency shelter programs.

Funding from HUD has been in the form of mortgage notes and capital advances, some of which bear interest expense and for which repayment is not required as long as the Eastern Territory operates the programs stipulated by HUD. At the end of a 40-year period, the mortgage notes and capital advances payable to HUD are to be forgiven by HUD assuming that terms of the agreement are satisfied. Mortgages payable and capital advances in the amount of $39,568 as of September 30, 2021 and 2020, have been included in mortgages and notes payable in the accompanying consolidated statements of financial position. All HUD mortgages and capital advances are collateralized by the related underlying assets.

One HUD mortgage, which requires principal and interest payments, is financed with a third-party financial institution. At September 30, 2021 and 2020, the amounts outstanding were $5,356 and $5,447, respectively, with interest payable at 5.4% per annum. The financing is collateralized by the related underlying assets.

DocuSign Envelope ID: 2C3CB703-2A8F-4871-BD44-5D625FCF884C

Other Mortgages Payable

The Eastern Territory has multiple mortgages payable outstanding with a New York State agency. These mortgages require no current principal or interest payment and have maturities through fiscal year 2035. Repayment is not required unless the Eastern Territory discontinues the related program or sells the underlying assets. At September 30, 2021 and 2020, amounts outstanding totaled $2,611.

The Eastern Territory has multiple mortgages payable outstanding with an Ohio State agency. These mortgages require no current principal or interest payment and are reduced by 10% per year over a ten-year period with maturities through fiscal year 2029. Repayment is not required unless the Eastern Territory discontinues the related program or sells the underlying assets. At September 30, 2021 and 2020, amounts outstanding totaled $938 and $1,057, respectively.

At September 30, 2021 and 2020, the Eastern Territory had multiple mortgages payable outstanding aggregating $8,157 and $8,130, respectively, inclusive of accrued interest payable of $1,331 and $1,225, respectively, with interest payable at rates varying from 0.00% to 5.61% per annum with maturities through fiscal year 2047. These mortgages are collateralized by the related underlying assets.

Future principal payments on notes and mortgages payable noted above as of September 30, 2021 are as follows:

Fiscal Year	
2022	$ 345,096
2023	55,101
2024	107
2025	113
2026	119
Thereafter	12,977
	413,513
Mortgages not requiring repayment	43,117
Discount on commercial paper	(97)
Total	$ 456,533

Line of Credit and Other Credit Facilities

Effective July 31, 2021, the Eastern Territory reduced its unsecured master line of credit (the "Master LOC") available from Bank of America from $100,000 to $75,000. Amounts drawn down from the Master LOC bear interest at one-month LIBOR plus 0.50% and are payable on or before July 31, 2022. At September 30, 2021, the Eastern Territory had no amounts outstanding on the Master LOC, but has issued letters of credit on the Master LOC totaling $1,045. At September 30, 2020, the Eastern Territory had $15,522 outstanding on the Master LOC, (0.655% at September 30, 2020) and issued letters of credit on the Master LOC totaling $1,045 (see Note 19).

On October 20, 2020, the Eastern Territory entered into a $50,000 unsecured line of credit agreement with TD Bank to provide liquidity support. Amounts drawn down from the line of credit bear interest at one-month LIBOR plus an applicable spread and is payable on or before October 19, 2021. At September 30, 2021, the Eastern Territory had no amounts outstanding on the line of credit. The credit facility was not renewed upon maturity.

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

On April 5, 2018, the Eastern Territory entered into a $35 million unsecured credit facility agreement with U.S. Bank National Association to provide bridge financing for a capital project. Amounts drawn from the credit facility will bear interest at a rate equal to the bank cost of funds rate plus a margin (0.23% per annum) as determined on the date of each loan. Interest on outstanding amounts are payable monthly with full repayment of principal due on April 4, 2021. In August 2020, the entire outstanding balance of $29,600 was paid in full and no further amounts were withdrawn from the credit facility through the maturity date.

Debt Covenants

The terms of the term loans and line of credit agreements contain requirements for maintaining certain financial and non-financial covenants. The Eastern Territory was in compliance with all applicable covenants at September 30, 2021 and 2020.

New Markets Tax Credits

During fiscal years 2014 and 2015, the Eastern Territory entered into three (3) New Markets Tax Credit ("NMTC") transactions for the benefit of the Camden Kroc Center. Through those transactions, the Eastern Territory issued leveraged loans receivables of $12,663 to two investment funds in fiscal 2014 ("Camden 1" and "Camden 2") and $7,054 to one investment fund in fiscal 2015 ("Camden 3"), due in 2044 and 2045, respectively, with interest payments only on the loans until 2021 and 2022, respectively. The loans bear an interest rate of 1% and are unsecured. As of September 30, 2021 and 2020, amounts due to the Eastern Territory totaled $7,054 and $19,717, respectively, and are included in notes receivable on the accompanying consolidated statements of financial position.

In connection with the Camden NMTC transactions, the Eastern Territory obtained loans payable for $17,641 and $9,800 for the Camden Kroc Center during the years ended September 30, 2014 and 2015, respectively, maturing in 2044 and 2045, respectively. The loans bear interest rates that range between 0.71% and 1.15%. Interest-only payments are required until maturity upon which time the entire principal balance will become due. As of September 30, 2021 and 2020, amounts payable by the Eastern Territory totaled $9,800 and $27,441, respectively, and are included in mortgages and notes payable on the accompanying consolidated statements of financial position.

At the closing of each of the Camden NMTC transactions, the Eastern Territory and the investor executed put and call option agreements that would grant the respective investor the right and option to cause the Eastern Territory to purchase (within three months after the seven-year compliance period) the investor's membership interests in the fund (i.e., the "put") for a predetermined purchase price of approximately $1. If the investor does not elect to put its interests to the Eastern Territory beyond the end of month 87, the Eastern Territory will have the right to call its purchase right in the fund for the current fair market value.

On June 11, 2021, the Camden 1 investor exercised their put option to sell their membership interest in the fund at the end of the seven year compliance period and unwound the deal. The unwind of the Camden 1 NMTC deal occurred on June 21, 2021, and resulted in the extinguishment of the related loans receivable of $6,946 and loans payable of $9,800. The net gain of $2,854 is included as part of other revenue in the accompanying 2021 consolidated statement of activities.

On August 16, 2021, the Camden 2 investor exercised their put option to sell their membership interest in the fund at the end of the seven year compliance period and unwound the deal. The unwind of the Camden 2 NMTC deal occurred on September 13, 2021, and resulted in the extinguishment of the related loans receivable of $5,717 and loans payable of $7,841. The net gain of $2,124 is included as part of other revenue in the accompanying 2021 consolidated statement of activities.

DocuSign Envelope ID: 2C3CB703-2A8F-4871-BD44-5D625FCF884C

On February 23, 2022, the Camden 3 investor exercised their put option to sell their membership interest in the fund at the end of the seven year compliance period and unwound the deal. The unwind of the Camden 3 NMTC deal occurred on February 23, 2022, and resulted in the extinguishment of the related loans receivable of $7,054 and loans payable of $9,800. The net gain of $2,746 will be recognized by the Eastern Territory in fiscal year 2022.

During fiscal year 2016, the Eastern Territory entered into a NMTC transaction for the benefit of the Greater Cleveland Area Services ("GCAS"). Through this transaction, the Eastern Territory issued a leveraged loan receivable for $11,508 to an investment fund due in 2045. The loan bears an interest rate of 1.15%. Interest-only payments are required until 2022 and the loan is unsecured. As of September 30, 2021 and 2020, amounts due to the Eastern Territory totaled $11,508 and are included in notes receivable on the accompanying consolidated statements of financial position.

In connection with the GCAS NMTC transaction, the Eastern Territory obtained three loans payable totaling $17,435 for the GCAS. The loans bear an interest rate of 1%. Interest-only payments are required until maturity in 2045. As of September 30, 2021 and 2020, amounts payable by the Eastern Territory totaled $17,435 and are included in mortgages and notes payable on the accompanying consolidated statements of financial position.

During fiscal year 2018, the Eastern Territory entered into a NMTC transaction for the benefit of the Harrisburg Corps ("Harrisburg"). Through this transaction, the Eastern Territory issued a leveraged loan receivable for $6,802 to an investment fund due in 2040. The loan bears an interest rate of 1%. Interest-only payments are required until 2025 and the loan is unsecured. As of September 30, 2021 and 2020, amounts due to the Eastern Territory totaled $6,802 and are included in notes receivable on the accompanying consolidated statements of financial position.

In connection with the Harrisburg NMTC transaction, the Eastern Territory obtained two loans payable totaling $9,700 for Harrisburg. The loans bear an interest rate of 1.52%. Interest-only payments are required until maturity in 2048. As of September 30, 2021 and 2020, amounts payable by the Eastern Territory totaled $9,700 and are included in mortgages and notes payable on the accompanying consolidated statements of financial position.

At the closing of the GCAS and Harrisburg NMTC transactions, the Eastern Territory and the investor executed put and call option agreements that would grant the respective investor the right and option to cause the Eastern Territory to purchase (within three months after the seven-year compliance period) the investor's membership interests in the fund (i.e., the "put") for a predetermined purchase price of approximately $1. If the investor does not elect to put its interests to the Eastern Territory beyond the end of month 87, the Eastern Territory will have the right to call its purchase right in the fund for the current fair market value.

Other Financing Obligation

On October 16, 2015, the Eastern Territory entered into a sale of property in New York City for $108,750, in exchange for cash proceeds of $70,000 and a purchase money mortgage note of $38,750. The principal amount is due on its maturity date of December 31, 2050, unless terminated earlier upon agreement of both parties to certain terms and conditions. Interest is payable monthly at 6% per annum. The Eastern Territory simultaneously entered into a lease for the premises, expiring no later than October 15, 2045, with an annual base rent of $2,325, subject to the same termination conditions included in the purchase money mortgage. The lease also requires payment of property taxes and certain utilities and maintenance expenses. This sale-leaseback transaction did not qualify for sale-leaseback accounting due to the Eastern Territory's continuing involvement and as a result, the transaction was accounted for by the Eastern Territory using the financing method. Under the financing method, the Eastern Territory did not recognize

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

any profit, did not record the note receivable and continued to report the property on its consolidated statements of financial position.

During fiscal year 2020, the termination conditions stipulated in the purchase money mortgage and lease were met by the Eastern Territory which accelerated the maturity date of the purchase money mortgage note. In July 2020, the Eastern Territory received $41,200 from the buyer for repayment of the purchase money mortgage note of $38,750, reimbursement of shared occupancy costs of $525 and payment of accrued interest of $1,925. The Eastern Territory recognized the sale of property in fiscal 2020 that resulted in a gain of approximately $97,000 that is recorded within gain on sale/disposition of land, buildings and equipment in the accompanying 2020 consolidated statement of activities. In conjunction with the sale of the property, the net book value of the property and the net financing obligation are no longer included as part of land, buildings and equipment, net, and other liabilities in the accompanying 2020 consolidated statement of financial position.

NOTE 10 - INTEREST RATE SWAPS

Concurrent with the issuance of the Notes, the Eastern Territory entered into a total of six interest rate swap agreements with notional amounts totaling $345,000 in order to hedge its interest rate risk on the Notes whereby the Eastern Territory agreed to pay a counterparty a fixed rate and the counterparty agreed to pay the Eastern Territory a variable interest rate intended to approximate the variable rate equal to 30-Day LIBOR (0.080% at September 30, 2021 and 0.148% at September 30, 2020) on the Eastern Territory's Commercial Paper and Term Loans. The interest rate swap agreements issued concurrently with the issuance of the Notes in fiscal years 2007 through 2011 were maintained to hedge interest rate risk on the 2007A Notes and 2016A Notes.

Concurrent with the issuance of Term Loan B, the Eastern Territory has entered into an interest rate swap transaction with U.S. Bank in the notional amount of $55,000, wherein the Eastern Territory agreed to pay U.S. Bank a fixed rate of interest equal to 2.149% of the notional amount and receive from U.S. Bank an interest payment equal to 30-Day LIBOR (0.080% at September 30, 2021 and 0.148% at September 30, 2020). The interest rate swap agreement issued concurrently with the 2007 Series B Notes was maintained to hedge interest rate risk on Term Loan A.

The summary of the Eastern Territory's interest rate swap agreements as of September 30, 2021 and 2020 are as follows:

Counterparty	Notional Amount	Eastern Territory Fixed Rate	Expiration	Counterparty Interest Rate
JPMorgan	$ 100,000	5.615%	June 1, 2040	30-Day LIBOR
Bank of America	60,000	5.615%	June 1, 2040	30-Day LIBOR
JPMorgan	40,000	4.576%	June 1, 2040	30-Day LIBOR
Merrill Lynch	35,000	4.576%	June 1, 2040	30-Day LIBOR
U.S. Bank	50,000	3.960%	June 1, 2024	30-Day LIBOR
U.S. Bank	60,000	2.975%	June 1, 2024	30-Day LIBOR
U.S. Bank	55,000	2.149%	November 1, 2021	30-Day LIBOR
	$ 400,000			

On November 1, 2021, the $55,000 interest rate swap agreement with U.S. Bank expired.

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

The Eastern Territory accounts for its interest rate swap agreements in accordance with ASC Topic 815, *Accounting for Derivative Instruments and Hedging Activities*. Fair values of interest rate swap agreements are the estimated amounts that the Eastern Territory would have received or paid, including accrued interest, to terminate the agreements on the date of the consolidated statement of financial position. The estimated fair values of the agreements are recorded as assets or liabilities within the consolidated statements of financial position. Changes in the estimated fair values are recorded in the consolidated statements of activities.

Amounts included within the consolidated financial statements as of September 30, 2021 and 2020 are as follows:

Counterparty	Fair Value as of September 30, 2021	Fair Value as of September 30, 2020	Consolidated Statement of Financial Position Location	Change in Fair Value for the Year Ended September 30, 2021	Change in Fair Value for the Year Ended September 30, 2020	Consolidated Statement of Activities Location
JPMorgan	$ 83,145	$ 79,117		$ 15,972	$ (13,996)	
Bank of America	37,887	47,470		9,583	(8,397)	
JPMorgan	18,684	24,700		6,018	(5,351)	
Merrill Lynch	16,396	21,612		5,216	(4,681)	
U.S. Bank	4,660	7,057		2,397	(1,253)	
U.S. Bank	4,025	6,270		2,245	(1,987)	
U.S. Bank	189	1,286		1,097	(544)	
	$ 144,986	$ 187,512	Interest rate swaps	$ 42,526	$ (36,209)	Change in fair value of interest rate swaps

NOTE 11 - CONDITIONAL ASSET RETIREMENT OBLIGATIONS

The Eastern Territory is required to recognize a conditional asset retirement obligation ("CARO") related to the cost associated with the eventual remediation and abatement of asbestos and other environmental hazards contained within its physical plant. The cost of the abatement was based upon a consultant's estimate which specializes in such abatements. At September 30, 2021 and 2020, the CARO was $68,870 and $67,416, respectively. Land, buildings and equipment included capitalized conditional asset retirement obligations at a cost of $13,810 and accumulated depreciation of $13,810 at September 30, 2021 and 2020. For the years ended September 30, 2021 and 2020, the Eastern Territory recorded accretion expense of $1,968 and $1,929, respectively. During fiscal years 2021 and 2020, the remediation costs amounted to $514 and $559, respectively, and were recorded as a reduction to the CARO.

NOTE 12 - ENDOWMENTS

The Eastern Territory's endowment consists of approximately one thousand four hundred individual funds established for a variety of purposes. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

DocuSign Envelope ID: 2C3CB703-2A8F-4871-BD44-5D625FCF884C

Interpretation of Relevant Law

The Eastern Territory is subject to the New York Prudent Management of Institutional Funds Act ("NYPMIFA"), as enacted by the State of New York and thus, classifies earnings in its donor-restricted endowment funds as net assets with donor restrictions because those net assets are time restricted until the Board of Trustees appropriates such amounts for expenditure. Most of those net assets are also subject to purpose restrictions that must be met before reclassifying those net assets to net assets without donor restrictions. The Board of Trustees has interpreted NYPMIFA as not requiring the maintenance or purchasing power of the original gift amount contributed to the endowment fund, unless explicit donor restrictions to the contrary. As a result of this interpretation, when reviewing its donor-restricted endowment funds, the Eastern Territory considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gifts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The Eastern Territory has interpreted NYPMIFA to permit spending from underwater funds in accordance with prudent measures required under the law. Additionally, in accordance with NYPMIFA, the Board of Trustees considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- The duration and preservation of the fund
- The purpose of the Eastern Territory and the donor-restricted endowment fund
- General economic conditions
- The possible effects of inflation and deflation
- The expected total return from income and the appreciation of investments
- Other resources of the Eastern Territory
- The investment policies of the Eastern Territory

Spending Policy

The Eastern Territory has a policy of making available for distribution each year 5% of its endowment fund's average fair value over the prior 20 quarters, excluding the immediately preceding quarter, unless otherwise directed by the donor. In establishing this policy, the Eastern Territory considered the long-term expected return on its endowment. Accordingly, over the long-term, the Eastern Territory expects the current spending policy to allow its endowment to grow at an average real rate of return greater than inflation. This is consistent with the Eastern Territory's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term, as well as to provide additional real growth through new gifts and investment return.

Return Objectives and Risk Parameters

The Eastern Territory has adopted investment policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets are those assets of donor-restricted funds that the Eastern Territory must hold in perpetuity or for donor-specified periods as well as board-designated funds. Under this policy, as approved by the Board of Trustees, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of appropriate benchmarks without putting the assets at imprudent risk.

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

Strategies Employed for Achieving Objectives

To satisfy its long-term objectives, the Eastern Territory relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Eastern Territory targets a diversified asset allocation to achieve its long-term return objectives within prudent risk constraints.

Underwater Endowment Funds

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that donors or NYPMIFA requires the Eastern Territory to retain as a fund of perpetual duration.

Deficiencies of this nature exist in donor-restricted endowment funds, which together have an original gift value of $66, a current fair value of $65, and a deficiency of $1 as of September 30, 2021. Deficiencies of this nature exist in donor-restricted endowment funds, which together have an original gift value of $7,669, a current fair value of $7,493, and a deficiency of $176 as of September 30, 2020. These deficiencies resulted from unfavorable market fluctuations that occurred after the investment of new contributions for donor-restricted endowment funds and continued appropriations for certain programs that were deemed prudent by the Board of Trustees.

Endowment Net Asset Composition by Type of Fund

The following table summarizes endowment net asset composition by type of fund as of September 30, 2021 and 2020:

	2021		
	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment funds	$ 107,475	$ -	$ 107,475
Donor-restricted endowment funds			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity	-	441,976	441,976
Accumulated investment gains			
Without purpose restrictions	-	42,111	42,111
With purpose restrictions	-	398,392	398,392
	-	440,503	440,503
Total endowment funds	$ 107,475	$ 882,479	$ 989,954

DocuSign Envelope ID: 2C3CB703-2A8F-4871-BD44-5D625FCF884C

	2020		
	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment funds	$ 122,002	$ -	$ 122,002
Donor-restricted endowment funds			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity	-	439,544	439,544
Accumulated investment gains			
Without purpose restrictions	-	28,312	28,312
With purpose restrictions	-	237,802	237,802
	-	266,114	266,114
Total endowment funds	$ 122,002	$ 705,658	$ 827,660

The following table summarizes changes in endowment net assets for fiscal years 2021 and 2020.

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, September 30, 2019	$ 214,531	$ 694,780	$ 909,311
Contributions and bequests	-	3,248	3,248
Designated by Board	14,385	-	14,385
Re-designated by Board for other purposes	(79,685)	-	(79,685)
Appropriation of endowment assets for expenditure	(37,144)	(34,928)	(72,072)
Investment return, net	9,915	42,558	52,473
Endowment net assets, September 30, 2020	122,002	705,658	827,660
Contributions and bequests	-	2,432	2,432
Designated by Board	24,166	-	24,166
Re-designated by Board for other purposes	(2,985)	-	(2,985)
Appropriation of endowment assets for expenditure	(37,936)	(35,584)	(73,520)
Investment return, net	2,228	209,973	212,201
Endowment net assets, September 30, 2021	$ 107,475	$ 882,479	$ 989,954

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

NOTE 13 - NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are restricted for the following purposes or periods at September 30, 2021 and 2020:

	2021	2020
Subject to expenditure for specified purpose or future period, including accumulated earnings on endowment assets:		
Character building/social programs	$ 521,273	$ 342,337
Assets of trusts administered by the Eastern Territory	15,766	12,834
Beneficial interest in trusts held by others	20,557	20,106
Building/capital purposes	20,156	24,295
Camp and recreational activities	24,345	15,892
Disaster relief services	15,035	18,944
Pledges, legacies and bequests to be paid in future periods	1,547	3,585
Total subject to expenditure for specified purpose or future period	618,679	437,993
Endowments subject to spending policy and appropriation		
Amounts held in perpetuity, for which earnings may be appropriated to support:		
Character building/social programs	412,832	411,017
Building/capital purposes	3,284	3,284
Camp and recreational activities	24,220	23,838
Disaster relief services	1,640	1,405
Total endowments subject to spending policy and appropriation	441,976	439,544
Amounts held in perpetuity not subject to appropriation or expenditure:		
Assets of trusts administered by the Eastern Territory	3,629	1,217
Beneficial interest in trusts held by others	250,106	215,553
Pledges, legacies and bequests to be paid in future periods	502	316
Total not subject to appropriation or expenditure	254,237	217,086
Total net assets with donor restrictions	$ 1,314,892	$ 1,094,623

DocuSign Envelope ID: 2C3CB703-2A8F-4871-BD44-5D625FCF884C

NOTE 14 - NET ASSETS WITHOUT DONOR RESTRICTIONS

Net assets without donor restrictions is comprised of undesignated and Board-designated amounts for the following purposes at September 30, 2021 and 2020:

	2021	2020
General operating	$ 114,843	$ 66,624
Board-designated		
Officer retirement and healthcare	(663,411)	(648,734)
Insurance programs	2,949	(2,899)
Split-interest agreements	28,181	25,782
Building/capital purposes	357,504	358,320
Other	643,151	286,269
	368,374	18,738
Land, buildings and equipment	1,084,544	1,092,397
	$ 1,567,761	$ 1,177,759

NOTE 15 - NET ASSETS RELEASED FROM RESTRICTIONS

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes and/or by occurrence of other events specified by the donors for the years ended September 30, 2021 and 2020:

	2021	2020
Purpose restriction accomplished:		
Character building/social programs	$ 31,741	$ 35,138
Building/capital purposes	6,523	5,419
Camp and recreational activities	2,076	1,858
Disaster relief services	10,041	16,571
	50,381	58,986
Time restrictions expired	12,232	4,804
Total net assets released from restrictions	$ 62,613	$ 63,790

[redacted]

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

NOTE 16 - LIQUIDITY AND AVAILABILITY OF RESOURCES

The following reflects the Eastern Territory's financial assets as of September 30, 2021 and 2020, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of September 30, 2021 and 2020. Amounts not available include amounts set aside for long-term obligations that could be drawn upon if the Board of Trustees approves that action. However, amounts already appropriated from the donor-restricted endowment for general expenditure within one year of the consolidated statement of financial position date have not been subtracted as unavailable.

	2021	2020
Financial assets at September 30		
Cash and cash equivalents	$ 196,803	$ 174,629
Accounts receivable	29,545	29,206
Legacies and bequest receivable	21,065	24,007
Pledges receivable, net	964	1,396
Investments, at fair value	2,624,321	2,115,351
Total financial assets at September 30	2,872,698	2,344,589
Less those unavailable for general expenditures within one year, due to:		
Contractual or donor-imposed restrictions:		
Contractual restrictions	(25,668)	(27,728)
Subject to appropriation and satisfaction of purpose/time restrictions	(536,685)	(398,815)
Investments illiquid within one year	(687,176)	(406,914)
Pledges receivable collectible beyond one year	(177)	(653)
Board designations:		
Amounts set aside for long-term obligations	(422,973)	(440,989)
Financial assets available to meet cash needs for general expenditures within one year	$ 1,200,019	$ 1,069,490

The Eastern Territory is substantially supported by restricted contributions. Because a donor's restriction requires resources to be used in a particular manner or in a future period, the Eastern Territory must maintain sufficient resources to meet those responsibilities to its donors. Thus, financial assets may not be available for general expenditures within one year. As part of the Eastern Territory's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. In addition, the Eastern Territory invests cash in excess of daily requirements in short-term investments. In the event of an unanticipated liquidity need, the Eastern Territory could draw upon $75,000 of an available line of credit, less $1,045 for amounts previously withdrawn or issued as letters of credit as of September 30, 2021 (see Notes 9 and 19).

NOTE 17 - CONCENTRATION OF CREDIT RISK

Financial instruments which potentially subject the Eastern Territory to concentrations of credit risk consist primarily of cash and cash equivalents, receivables and investment securities. The Eastern Territory maintains its cash and cash equivalents with large financial institutions. At certain times, the Eastern Territory's cash account balances may exceed federally insured limits. However, the Eastern Territory has not experienced, nor does it anticipate, any losses with respect to such bank balances. Receivables are

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

due from a large number of government agencies, entities and individuals, thereby, diversifying the related concentration of credit risk. Investments are exposed to various risks, such as interest rate, market and credit risks. Due to the level of risk associated with investments, it is reasonably possible that changes in risk in the near term would materially affect the amounts reported in the consolidated statements of financial position. However, the Eastern Territory's investment portfolio is diversified with several investment managers in a variety of asset classes. The Eastern Territory regularly evaluates its depository arrangements and investments, including performance thereof.

NOTE 18 - LEASES

Lessee

The Eastern Territory has various lease agreements, principally for office space and thrift stores, The Eastern Territory determines if an arrangement is a lease or contains a lease at a contract's inception. A contract is determined to be or contain a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. In evaluating its contracts, the Eastern Territory separately identifies lease and non-lease components, such as common area and other maintenance costs. The Eastern Territory has elected the practical expedient to not separate lease and non-lease components. The Eastern Territory's lease agreements do not contain any residual value guarantees or material restrictive covenants.

Leases result in recognition of right-of-use ("ROU") assets and lease liabilities on the consolidated statements of financial position. ROU assets represent the right to use an underlying asset for the lease term. Lease liabilities represent the obligation to make lease payments arising from the lease, measured on a discounted basis. The Eastern Territory determines lease classification as operating or finance at the lease commencement date. ROU assets and lease liabilities for operating and finance leases are included in the consolidated statements of financial position and presented separately based on the classification of the underlying lease arrangement. At lease inception, the lease liability is measured at the present value of the lease payments over the lease term. The discount rate is based on the rate implicit within the lease. If this rate is unknown, the Eastern Territory has elected the practical expedient to use a risk-free rate for operating leases or the incremental borrowing rate using a period comparable with the lease term for finance leases. The lease term may include options to extend or terminate the lease that the Eastern Territory is reasonably certain to exercise.

The Eastern Territory has various lease agreements that do not exceed 12 months ("short-term leases"). The Eastern Territory has elected not to recognize ROU assets and lease liabilities for short-term leases and accordingly, they are excluded from the accompanying consolidated statements of financial position.

Components of lease expense for the year ended September 30, 2021 is summarized as follows:

	2021
Lease expenses*	
Finance lease cost – amortization of ROU asset	$ 47
Finance lease cost – Interest on lease liability	54
Operating lease cost	4,516
Short-term lease cost	5,158
Variable lease cost	286
Total lease expenses	$ 10,061

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

* Lease expense represents the amount recorded within the consolidated statement of activities. Variable lease amounts represent expenses recognized as incurred which are not included in lease liabilities. Operating lease expenses are recorded on a straight-line basis over the lease term and therefore are not necessarily representative of cash payments during the same period.

Supplemental quantitative information related to leases for the year ended September 30, 2021, was as follows:

Cash paid for amounts included in the measurement of lease obligations	
Operating cash flows from finance lease	$ 54
Financing cash flows from finance lease	3
Operating cash flows from operating leases	4,046
ROU assets obtained in exchange for new operating lease obligations	14,175
ROU assets obtained in exchange for new finance lease obligation	1,407
Weighted average remaining lease term (in years) - operating leases	3.3
Weighted average discount rate - operating leases	0.30%
Weighted average remaining lease term (in years) - finance lease	27.6
Weighted average discount rate - finance lease	3.84%

Minimum future lease payments under non-cancelable leases having remaining terms in excess of one year as of September 30, 2021, are as follows:

Years Ending September 30,	Operating	Finance
2022	$ 3,877	$ 58
2023	2,753	60
2024	2,192	62
2025	943	63
2026	494	65
Thereafter	63	2,131
Total minimum lease payments	10,322	2,439
Less: amounts representing interest	(59)	(1,035)
Present value of future minimum lease payments	$ 10,263	$ 1,404

Lessor – 99-Year Ground Lease

The Eastern Territory owns the land and building at 132 West 14th Street in New York City. In June 2021, the Eastern Territory entered into a 99-year ground lease with a developer that expires in 2120, for the land and building at that location. Under the terms of the lease agreement, annual base rent payments of $650 are due starting on the day immediately following the 3rd anniversary of the lease commencement ("Rent Commencement Date") and are payable to the Eastern Territory on a quarterly basis on the first day of each calendar quarter. Beginning in the 6th year of the lease, annual base rent will increase 3% and remain fixed for the immediate five-year period (i.e. through the 10th year of the lease). At the conclusion of the 10th year and for each successive five-year period thereafter, annual base rent will increase 3% until the end of the lease term.

[redacted]

However, the lease agreement provides for an annual base rent reset at the following dates:

- At the commencement of the 33rd year of the lease, annual base rent will be adjusted by increasing the amount of base rent due in that year by the lower of (a) base rent due multiplied by 102% or (b) base rent by the average annual increase in the Consumer Price Index for each year commencing from the 1st year of the lease through the 32nd year of the lease.

- At the commencement of the 66th year of the lease, annual base rent will be adjusted by increasing the amount of base rent due in that year by the lower of (a) base rent due multiplied by 102% or (b) base rent by the average annual increase in the Consumer Price Index for each year commencing from the 33rd year of the lease through the 65th year of the lease.

Upon reset of annual base rent in years 33 and 66 of the lease, all remaining rent years within that specific five-year period will be adjusted to the new base rent calculation (e.g. years 34 and 35 will be adjusted to the reset rate from year 33). Each successive five-year period thereafter will be increased by 3%.

The lease agreement also provides for additional rent to be paid to the Eastern Territory at specified dates. The first up-front rent payment of $7,000 was received by the Eastern Territory in July 2021. The secondary up-front payment of $2,000 is due on Rent Commencement Date (June 2024) and the tertiary up-front payment of $2,000 is due on the day immediately following the 10th anniversary of the lease commencement date (June 2031).

In addition to base rent and additional rent, the lessee is responsible for all other costs and expenses relating to or arising out of the use, operation, and maintenance of the property inclusive of real estate taxes, assessments and other impositions. At all times, the lessee shall keep the building insured against loss or damage by fire or other casualty. If the property were to be damaged or destroyed, the lessee must repair, replace, restore or rebuild the structure to at least as valuable as the improvements prior to such casualty. Legal title to both the land and the building rests with the Eastern Territory and possession of the building, including tenant improvements, will revert to the Eastern Territory in 2120.

The 99-year ground lease transaction was accounted for by the Eastern Territory, as a lessor, as a sales-type lease. Accordingly, on lease commencement date, the Eastern Territory a) derecognized the net book value of land and building of $643, b) recognized a net investment in lease of $21,100, which consisted of (i) present value of lease payments not yet received by the lessor of $21,056 and (ii) present value of the unguaranteed residual asset of $44 and, c) recorded selling profit of $19,537, net of direct costs of $920, which is included within gain on sale/disposition of land, buildings and equipment in the accompanying 2021 consolidated statement of activities.

Components of net investment in lease as of September 30, 2021 includes the following:

Lease receivable	$	14,056
Unguaranteed residual asset		44
Net investment in lease	$	14,100

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

Minimum future lease payments due to the Eastern Territory under the ground lease as of September 30, 2021, are as follows:

Years Ending September 30,	
2022	$ -
2023	-
2024	2,163
2025	650
2026	662
Thereafter	136,747
Total minimum lease payments	140,222
Less: amounts representing interest (6.28%)	(126,166)
Present value of future minimum lease payments	$ 14,056

NOTE 19 - COMMITMENTS AND CONTINGENCIES

Letters of Credit

As of September 30, 2021, the Eastern Territory has issued letters of credit totaling $22,486 primarily to insurance companies under various insurance programs. These letters of credit are collateralized by the Eastern Territory's cash and cash equivalents and renew automatically each year.

Legal Proceedings

The Eastern Territory, in the normal course of its operations, is or could become a party to various legal proceedings and complaints, the majority of which are covered by insurance. While it is not feasible to predict the ultimate outcomes of such matters, management is not aware of any claims or contingencies, which are not covered by insurance, that would have a material adverse effect on the consolidated financial position, changes in net assets and cash flows of the Eastern Territory.

Real Estate and Construction Commitments

The Board of Trustees of the Eastern Territory had future capital commitments of approximately $27,600 which was unspent as of September 30, 2021.

Government Grants and Contracts

The Eastern Territory receives grants and contracts from federal, state and local governments. Cost reimbursement grant programs, including those subject to independent audit under the Office of Management and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, may be reviewed by grantor agencies. These audits and reviews could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, management believes that any costs ultimately disallowed would not materially affect the Eastern Territory's consolidated financial position.

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

NOTE 20 - RELATED PARTY TRANSACTIONS

For fiscal years 2021 and 2020, the Eastern Territory made payments for administrative services to The Salvation Army National Headquarters of $1,300 each year. In addition, for fiscal years 2021 and 2020, the Eastern Territory made payments to The Salvation Army International Headquarters of $6,524 and $6,427, respectively, for World Services and $4,890 and $5,707, respectively, for other mission grants and administrative services.

NOTE 21 - ACCOUNTING FOR INCOME TAXES

The Eastern Territory follows guidance that clarifies the accounting for uncertainty in tax positions taken or expected to be taken in a tax return, including issues relating to financial statement recognition and measurement. This guidance provides that the tax effects from an uncertain tax position can only be recognized in the consolidated financial statements if the position is "more-likely-than-not" to be sustained if the position were to be challenged by a taxing authority. The assessment of the tax position is based solely on the technical merits of the position, without regard to the likelihood that the tax position may be challenged.

The Eastern Territory has processes presently in place to ensure the maintenance of its tax-exempt status; to identify and report unrelated income; to determine its filing and tax obligations in jurisdictions for which it was nexus; and to identify and evaluate other matters that may be considered tax positions. The Eastern Territory has determined that as of September 30, 2021 and 2020, there are no material uncertain tax positions that require recognition or disclosure in the consolidated financial statements.

NOTE 22 - SUBSEQUENT EVENTS

The Eastern Territory evaluated its September 30, 2021 consolidated financial statements for subsequent events through February 28, 2022, the date the consolidated financial statements were issued. The Eastern Territory is not aware of any material subsequent events which would require recognition or disclosure in the accompanying consolidated financial statements, except as disclosed in Notes 9 and 10.



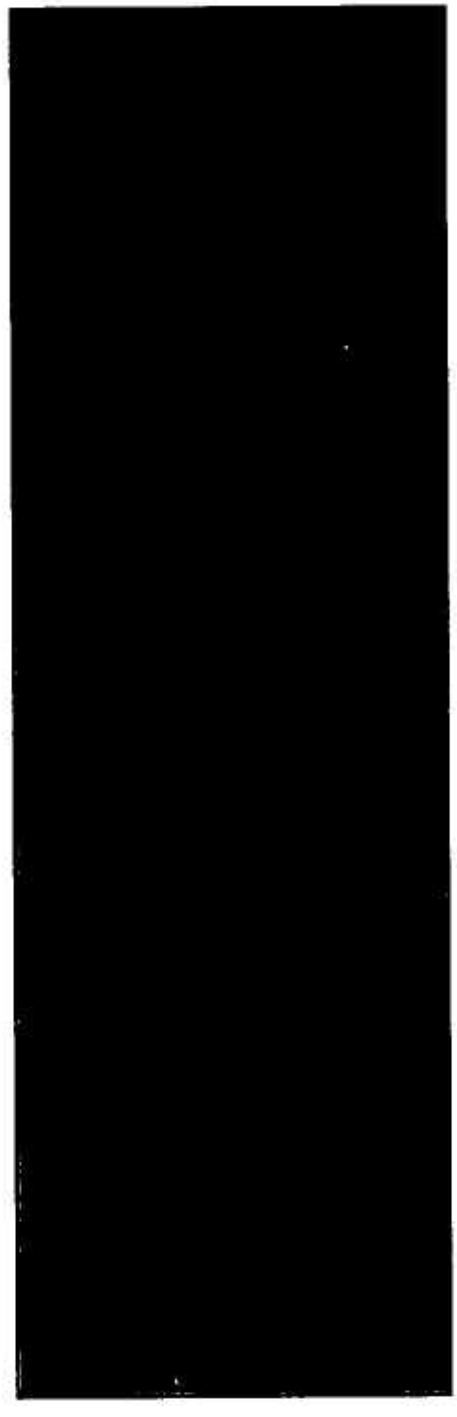
DocuSign Envelope ID: 2C3CB703-2A8F-4871-BD44-5D625FCF884C

THE SALVATION ARMY
a New York Corporation

Listing of Corporate Trustees and Officers

NAME/EMPLOYMENT	TITLE
Kenneth G. Hodder	Chairman Trustee
William A. Bamford III	President, Trustee
Philip J. Maxwell	Vice President, Trustee
Hubert S. Steele III	Treasurer, Trustee
Michelle L. Dressler	First Assistant Treasurer Trustee
Michael J. Southwick	Secretary
Richard D. Allen	Assistant Secretary – Legal
Thomas O. Henson	Second Assistant Treasurer
Charles S. Foster	Assistant Secretary – Property
Adolph M. Orlando	Second Assistant Secretary –Proper
Jae S. Im	Assistant Secretary – Finance
Ivan K. Rock	Trustee
Kathleen J. Steele	Trustee
Ruth A. Stoneburner	Trustee
G. Lorraine Bamford	Trustee
Deslea A. Maxwell	Trustee

As of 29 June 2022
(EXADPL)



DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-6D625FCF884C

[redacted]

Abrah Goddard [redacted]

My goal is to work in an environment that will enable me to enhance my clinical skills.

Authorized to work in the US for any employer

Work Experience

Residential Counselor
Mental Health Center of Greater Manchester - Manchester, NH
May 2017 to Present

Work with individuals with persistent mental illness. Prepare all meals, medication monitoring, and facilitate group activities.

Recovery Coach
Webster Place Recovery Center - Franklin, NH
January 2011 to April 2017

Work with individuals with addiction to one or more substances in a residential setting. Facilitated a workshop each week for the families of the residents. I also completed both group and individual counseling.

Youth Counselor Supervisor
Tobey School - Concord, NH
February 2006 to December 2010

Work with adolescents with addiction and emotional diagnoses in a Residential setting

Mental Health Worker
NH Hospital - Concord, NH
April 2004 to November 2006

Provided care of daily needs for patients with mental illness in a highly secured environment.

Licensed Nursing Assistant
World Health Nursing Agency - Haverhill, MA
June 2005 to February 2006

Traveled to several local nursing homes to aid elderly clients with activities of daily living.

Addiction Counselor
Alcohol and Drug Intervention Program - Concord, NH
September 2004 to December 2005

Worked with individuals who have drug addictions. Responsible for intake, psycho-social evaluation, and referral into a twenty-eight day program.

[redacted]

DocuSign Envelope ID: 2C3CB703-2A8F-4871-BD44-5D625FCF884C

Residential Counselor II
Spaulding Youth Center - Northfield, NH
September 2001 to June 2005

Responsibilities
I worked with children whom reside in residential care. These children had diagnoses of mental health and developmental disabilities.

Education

Bachelor's in Human Services
Springfield College - Manchester, NH
January 2009 to May 2011

Associate's in Addiction Counseling
New Hampshire Technical Institute - Concord, NH
September 2002 to May 2006

Certificate in Early Childhood Education
NH Community Technical College - Manchester, NH
January 2000 to May 2001

Skills

- Direct Care
- Psychology
- Child Care
- CNA
- Direct Support
- Individual / group counseling
- Crisis intervention
- Addiction counseling
- Mental health counseling
- Developmental disabilities experience
- Group therapy
- Behavioral therapy
- Social work
- Cognitive behavioral therapy
- Child & family counseling
- Motivational Interviewing
- Applied behavior analysis

[redacted]

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

Certifications and Licenses

Paraprofessional certification for state of NH
Present

Certified in the state of NH to work with children on the public school system. This includes with working with children with intellectual education plans in the classroom

CPR

First Aid Certification

AED Certification

Substance Abuse Counseling Certification

CNA

Marriage & Family Therapy Certification

State Tested Nursing Assistant

Certified Substance Abuse Counselor

[redacted]

[redacted]

[redacted]

[redacted]

DocuSign Envelope ID: 2C3CB703-2A8F-4871-BD44-5D625FCF884C

[redacted]

Kevin Rodney

Residential House Manager

[redacted]

Ma ntain a stable and secure environment for residents.
Support and encourage staff through supervision and team building.
Conduct weekly house meetings.
Participate in leadership meetings weekly.

Authorized to work in the US for any employer

Work Experience

Residential supervisor

Chase Home for Children - Portsmouth, NH
March 2020 to Present

Delegate responsibilities to residential counselors.
Supervision to residential counselors i am responsible for.
Complete daily itinerary.
Ensure a safe and secure environment for all residents.

Residential Supervisor

Chase Home for Children - Portsmouth, NH
March 2020 to Present

Provide care and supervision for Children ages 9-19.
Ensure the safety and well been of all individuals.
Support and give supervision for all Residential counselors.

Manager

Concord Coalition to End Homelessness - Concord, NH
December 2019 to Present

Supervise and monitor guests.
Conflict resolution.
Answer phone calls.
Complete documentation.

Lead Staff

Concord Coalition to End Homeless - Concord, NH
December 2019 to March 2021

Provide a secure and safe environment for all guest.
Provide assistance to guests and volunteers.

Prep Cook/Cleaner

Margaritas - Concord, NH

[redacted]

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

August 2015 to December 2015

Review prep list for assigned duties
* Prepare a variety of food items each day
* Ensure that there is a consistency with ingredients with each item made.
* Maintain a clean and sanitary work environment.

Supervisor/Lead Stewrad

Tavern On The Green - New York, NY
May 2014 to July 2015

Delegate job duties and responsibilities to all steward.
Supervise job performance and training to new employees
Maintain a clean and sanitary work environment
* Make sure kitchen is properly clean, maintain and stock with supplies.
* Make sure floors are mop as needed.
* Maintain a positive work environment at all times.

Prep cook

Margaritas - Concord, NH
May 2012 to February 2014

Review prep list for assigned duties
* Prepare a variety of food items each day
* Ensure that the right ingredients and amount are consistent with each recipe.
* Make sure prep food is stored properly.
* Maintain a clean and sanitary work station and environment.

Dishwashing duties, make sure all dishes, pots and pans are clean and put away in there designated areas.

Milieu Manager

Keystone Hall - Nashua, NH
July 2009 to October 2009

* Assure the safety and adherence to the house rules for all clients.
* Perform telephone screenings, entering information into the log.
* Perform random urinalyses of residents as needed.
* Facilitate weekly groups.
* Escort clients to outside AA/NA meetings

Residential Instructor

Easter Seals - Manchester, NH
September 2008 to July 2009

* Ensure the safety of the clients.
* Maintain records for state purposes.
* Work with Case Managers to develop focus of treatments for each individual client.
* Integrate clients into the community and work on independent living skills with the clients.

Residential Counselor/Case Manager

Odyssey House - Hampton, NH
October 2007 to September 2008

[redacted]

DocuSign Envelope ID: 2C3CB703-2A8F-4871-BD44-5D625FCF884C

- Case management responsibilities.
- Maintain records of daily activities and behaviors.
- Counsel and teach independent living skills to youths with various behavioral problems.
- De-escalation and therapeutic crisis intervention.

Education

Associate In Human Service In Human Services
NHTI-Concord's Community College - Concord, NH
September 2003 to May 2005

Associate In Psychology
Mount Ida College - Newton, MA
1997 to 2000

Skills

- Food Prep
- Food Service
- Case Management
- Individual / Group Counseling
- Kitchen Experience
- Behavioral Therapy
- Developmental Disabilities Experience
- Group Therapy
- Crisis Intervention
- Addiction Counseling
- Medication Administration
- Autism Experience
- Conflict Management
- Motivational Interviewing
- Cognitive Behavioral Therapy
- Special Education

Assessments

Management & Leadership Skills: Impact & Influence — Completed
March 2020

Adapting leadership style to accomplish goals using rational or emotional appeal.
Full results: Completed

Work Style: Reliability — Highly Proficient
January 2020

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

Tendency to be dependable and come to work
Full results: Highly Proficient

Logic & Critical Thinking — Familiar
February 2020

Using logic to solve problems.
Full results: Familiar

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Additional Information

Residential Supervisor at Chase Home for Children Portsmouth, NH.
03/25/20-current.

[redacted]

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

Contractor Name
Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Abrah Goddard	Director	$50,001.00
Kevin Rodney	House Supervisor	$30,900.00



DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

15 mac

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 6, 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 amend existing contracts with the vendors listed below in bold, for the continued provision of the State Grant in Aid (SGIA) Homeless Assistance program, by exercising contract renewal options by increasing the total price limitation by $5,685,716 from $6,882,604 to $12,548,320 and by extending the completion dates from June 30, 2021 to June 30, 2023 effective upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Bridge House Shelters	**165288 - B001**	**Plymouth NH**	**$142,620**	**$122,348**	**$264,968**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**
Community Action Partnership of Strafford County	177200 - B004	Dover NH	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	$0	$0	$0	O: 06/19/19 (Item #40)
Concord Coalition to End Homelessness	**267140 - B001**	**Bow NH**	**$68,709**	**$117,236**	**$185,945**	**O: 06/19/19 (Item #40) A1: July 15, 2020 Item #20**
Cross Roads House	**166570 - B001**	**Portsmouth NH**	**766,784**	**$623,974**	**1,390,758**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

Families in Transition, NH	167730 - B001	Manchester NH	$1,658,284	$1,284,654	$2,942,938	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Friends Program	154887 - B001	Concord NH	$174,710	$0.00	$174,710	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Helping Hands Outreach Center	174226 - R001	Manchester NH	$209,516	$195,756	$405,272	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Hundred Nights, Inc.	TBD	Keene NH	$220,854	$214,110	$434,964	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Lakes Region Community Developers	156571 - B001	Laconia NH	$88,761	$116,230	$204,991	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Marguerites Place	157465 - B001	Nashua NH	$186,936	$140,700	$327,636	O: 06/19/19 (Item #40) Item #40 A1: 07/15/20 (Item #20)
My Friend's Place	156274 - B001	Dover NH	$177,231	$128,466	$305,697	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Nashua Soup Kitchen & Shelter, Inc.	174173 - R001	Nashua NH	$284,806	$183,622	$468,328	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
New Generation	177295 - B001	Greenland NH	$162,400	$134,582	$296,982	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	$791,802	$887,024	$1,678,826	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

Salvation Army Carey House, Laconia	177627 - B001	Laconia NH	$200,062	$244,696	$444,758	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	Concord NH	$312,915	$256,930	$569,845	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Seacoast Family Promise	TBD	Exeter NH	$94,661	$85,644	$180,305	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Southern NH Services	177198 - B006	Manchester NH	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Southwestern Community Services	177511 - B001	Keene NH	$527,563	$464,922	$992,485	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
The Front Door Agency	156244 - B001	Nashua NH	$287,991	$269,166	$557,157	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
The Way Home, Inc.	166673 - B001	Manchester NH	$140,656	$116,230	$256,886	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Tri-County CAP, Inc.	177195 - B009	Berlin NH	$126,299	$79,526	$205,825	O: 07/10/19 Item #16 A1: 07/15/20 (Item #20)
Waypoint	177166 - B002	Manchester NH	$252,556	$0.00	$252,556	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A1: 07/15/20 (Item #20)
		Total:	$6,882,604	$5,665,716	$12,548,320	

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

Funds are anticipated to be available in State Fiscal Years 2022 and 2023 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue State Grant in Aid (SGIA) Homeless Assistance program .to ensure individuals and families experiencing housing instability receive the essential services and supports that include case management and emergency shelter services or case management services only.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will continue providing emergency shelter to individuals and families who are homeless. The Contractors will also continue providing case management services to individuals and families who are currently in shelters as well as individuals and families who are unsheltered in order to link them with housing services; other essential services; and provide ongoing case management. The case management services are personalized and based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services; assistance with applications for housing; assistance with applications for public assistance; referrals for healthcare, including mental health or substance use treatment; linkages to education, and employment supports.

The Contractors are monitored for performance through reports available from the Homeless Management Information System, which include information regarding:

- Length of time individuals remain homeless.
- The extent to which individuals who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

As referenced in Exhibits C-1 of the original contracts, 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 Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Respectfully submitted,

Lori A. Shibinette
Commissioner

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING--SHELTER PROGRAM
100% General Funds

Bridge House Shelters — Vendor # 1652; Vendor # 1652; Vendor # 165288 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$83,490	$0	$83,490	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$59,130	$0	$59,130	
2022	102/500732	Contracts for Program Services	TBD	$61,174	$0	$61,174	
2023	102/500733	Contracts for Program Services	TBD	$61,174	$0	$61,174	
		Sub Total		$264,968	$0	$264,968	

Community Action Partnership of Strafford County — Vendor # 177200 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$6,588	$0	$6,588	

Community Action Program, Belknap and Merrimack — Vendor # 177203 - B003

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Concord Coalition to End Homelessness — Vendor # 287140 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$10,091	$0	$10,091	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2022	102/500732	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2023	102/500733	Contracts for Program Services	TBD	$58,618	$0	$58,618	
		Sub Total		$185,945	$0	$185,945	

Cross Roads House — Vendor # 166570 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$465,221	$0	$465,221	O: 06/19/19 (Item #40) A1: 07/15/20,
2021	102/500731	Contracts for Program Services	TBD	$301,563	$0	$301,563	
2022	102/500732	Contracts for Program Services	TBD	$311,987	$0	$311,987	

2023	102/500733	Contracts for Program Services	TBD	$311,987	$0	$311,987	(Item #20)
		Sub Total		$1,390,758	$0	$1,390,758	A2: 05/19/21 (Tabled Item #15)

FITNHNH, Inc. Vendor # 157730 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$1,037,418	$0	$1,037,418	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$620,866	$0	$620,866	
2022	102/500732	Contracts for Program Services	TBD	$642,327	$0	$642,327	
2023	102/500733	Contracts for Program Services	TBD	$642,327	$0	$642,327	
		Sub Total		$2,942,938	$0	$2,942,938	

Friends Program Vendor # 154987 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$88,971	$0	$88,971	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$88,702	$88,702	
2023	102/500733	Contracts for Program Services	TBD	$0	$88,702	$88,702	
		Sub Total		$174,710	$177,404	$352,114	

Helping Hands Outreach Center

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$114,908	$0	$114,908	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$94,608	$0	$94,608	
2022	102/500732	Contracts for Program Services	TBD	$97,878	$0	$97,878	
2023	102/500733	Contracts for Program Services	TBD	$97,878	$0	$97,878	
		Sub Total		$405,272	$0	$405,272	

Hundred Nights, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$117,376	$0	$117,376	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$103,478	$0	$103,478	
2022	102/500732	Contracts for Program Services	TBD	$107,055	$0	$107,055	
2023	102/500733	Contracts for Program Services	TBD	$107,055	$0	$107,055	
		Sub Total		$434,964	$0	$434,964	

Lakes Region Community Developers

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$32,587	$0	$32,587	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	

		Sub Total		$204,991	$0	$204,991	A2: 05/19/21 (Tabled Item #15)

Marquerites Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$118,536	$0	$118,536	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$68,300	$0	$68,300	
2022	102/500732	Contracts for Program Services	TBD	$70,350	$0	$70,350	
2023	102/500733	Contracts for Program Services	TBD	$70,350	$0	$70,350	
		Sub Total		$327,536	$0	$327,536	

My Friend's Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$115,144	$0	$115,144	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$62,087	$0	$62,087	
2022	102/500732	Contracts for Program Services	TBD	$64,233	$0	$64,233	
2023	102/500733	Contracts for Program Services	TBD	$64,233	$0	$64,233	
		Sub Total		$305,697	$0	$305,697	

Nashua Soup Kitchen & Shelter, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$196,111	$0	$196,111	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$88,695	$0	$88,695	
2022	102/500732	Contracts for Program Services	TBD	$91,761	$0	$91,761	
2023	102/500733	Contracts for Program Services	TBD	$91,761	$0	$91,761	
		Sub Total		$468,328	$0	$468,328	

New Generation

Vendor # 177295 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$97,357	$0	$97,357	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$65,043	$0	$65,043	
2022	102/500732	Contracts for Program Services	TBD	$67,291	$0	$67,291	
2023	102/500733	Contracts for Program Services	TBD	$67,291	$0	$67,291	
		Sub Total		$296,982	$0	$296,982	

NH Coalition Against Domestic and Sexual Violence

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$363,109	$0	$363,109	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$428,693	$0	$428,693	
2022	102/500732	Contracts for Program Services	TBD	$443,512	$0	$443,512	
2023	102/500733	Contracts for Program Services	TBD	$443,512	$0	$443,512	
		Sub Total		$1,678,826	$0	$1,678,826	

Salvation Army Carey House, Laconia

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$81,802	$0	$81,802	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$118,260	$0	$118,260	
2022	102/500732	Contracts for Program Services	TBD	$122,348	$0	$122,348	
2023	102/500733	Contracts for Program Services	TBD	$122,348	$0	$122,348	
		Sub Total		$444,758	$0	$444,758	

Salvation Army McKenna House, Concord, Eastern Territory

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$188,742	$0	$188,742	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$124,173	$0	$124,173	
2022	102/500732	Contracts for Program Services	TBD	$128,465	$0	$128,465	
2023	102/500733	Contracts for Program Services	TBD	$128,465	$0	$128,465	
		Sub Total		$569,845	$0	$569,845	

Seacoast Family Promise

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$53,270	$0	$53,270	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21
2021	102/500731	Contracts for Program Services	TBD	$41,391	$0	$41,391	
2022	102/500732	Contracts for Program Services	TBD	$42,822	$0	$42,822	
2023	102/500733	Contracts for Program Services	TBD	$42,822	$0	$42,822	
		Sub Total		$180,305	$0	$180,305	

Southern NH Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Southwestern Community Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$302,869	$0	$302,869	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$224,694	$0	$224,694	
2022	102/500732	Contracts for Program Services	TBD	$232,461	$0	$232,461	
2023	102/500733	Contracts for Program Services	TBD	$232,461	$0	$232,461	
		Sub Total		$992,485	$0	$992,485	

The Front Door Agency

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$157,905	$0	$157,905	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$130,086	$0	$130,086	
2022	102/500732	Contracts for Program Services	TBD	$134,583	$0	$134,583	
2023	102/500733	Contracts for Program Services	TBD	$134,583	$0	$134,583	
		Sub Total		$557,157	$0	$557,157	

The Way Home, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$84,482	$0	$84,482	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	
		Sub Total		$256,886	$0	$256,886	

Tri-County CAP, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$87,864	$0	$87,864	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$38,435	$0	$38,435	
2022	102/500732	Contracts for Program Services	TBD	$39,763	$0	$39,763	
2023	102/500733	Contracts for Program Services	TBD	$39,763	$0	$39,763	
		Sub Total		$205,825	$0	$205,825	

Waypoint

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$166,817	$0	$166,817	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A2: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$252,556	$0	$252,556	

Overall Total	$12,548,320	$177,404	$12,725,724	

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

DocuSign Envelope ID: B354BB89-31F0-4D59-8451-17CE4381AF86

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Salvation Army ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended and extended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and 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 1.7, Completion Date, to read:

   June 30, 2023

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $444,758

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, to read:

   2. **Scope of Services**

      2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide that include but are not limited to:

         2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

         2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment on a short-term emergency or transitional basis, as described in RSA 126-A:26.

         2.1.3. Operating a facility in accordance with Exhibit C, Section 15, Operation of Facilities: Compliance with Laws and Regulations that includes, but is not limited to:

            2.1.3.1. Building maintenance and repair.

            2.1.3.2. Security systems.

            2.1.3.3. Heating and possible cooling equipment.

            2.1.3.4. Property and business insurance.

            2.1.3.5. Utilities and furnishings.

            2.1.3.6. Amenities, including bathrooms.

      2.2. The Contractor shall assist individuals and families who are homeless with accessing and applying for services that lead to permanent housing by providing Case

Management Services that include, but are not limited to:

2.2.1. Assessing individual and family needs for well-being and obtaining housing.

2.2.2. Developing individualized plans with the types of services and assistance programs to meet individual and family and needs.

2.2.3. Assisting individuals and families with accessing emergency shelter.

2.2.4. Assisting individuals and families with applying for and accessing permanent housing.

2.2.5. Assisting .individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.2.6. Assisting individuals and families with accessing community providers and supports, that may include, but are not limited to, mental health services, substance use treatment, medical care, employment services, veterans benefits, financial and food assistance, and education supports.

2.3. The Contractor shall comply with program requirements that include, but are not limited to:

2.3.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include:

2.3.1.1. Housing First Approach;

2.3.1.2. Safe and appropriate diversion;

2.3.1.3. Immediate and low-barrier access;

2.3.1.4. Housing-focused, rapid exit services; and

2.3.1.5. Data to measure performance.

2.3.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted on January 23, 2018, that is herein incorporated by reference and as amended.

2.3.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions, which may include but are not limited to mental health services; medication stability; sexual orientation; vulnerability to illness; vulnerability to victimization; vulnerability to physical assault; racial equality; marital status; or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.3.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restricted by law. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.3.5. Agreeing to on-site monitoring, on an annual basis, to review compliance,

progress, and performance, which includes, but is not limited to:

2.3.5.1. Reviewing policies and procedures for services provided.

2.3.5.2. Reviewing financial analyses.

2.3.5.3. Reviewing for compliance with safety and hazard requirements.

2.3.5.4. Reviewing Data and HMIS entry standards.

2.3.6. Complying with New Hampshire Administrative Rules He-M 314, Rights of Persons Using Emergency Shelters and ensuring individuals understand their rights. http://www.gencourt.state.nh.us/rules/state_agencies/he-m300.html

2.4. The Contractor shall complete a SGIA Program Project Program Monitoring Workbook per Department request.

2.5. The Contractor shall participate in training on contractual compliance and technical assistance, as required by the Department.

4. Modify Exhibit B, Method and Conditions Precedent to Payment Section 3 by adding Subsection 3.6 to read:

3.6. The Contractor shall provide backup documentation for all reimbursement requests.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/25/2021
Date

DocuSigned by:
Christine Santaniello
Name: Christine Santaniello
Title: Director

The Salvation Army

3-22-2021
Date

Name: Michael J. Southwick
Title: Secretary

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/1/2021
Date

DocuSigned by:
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

20 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 29, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend existing **Retroactive** agreements with the vendors listed below to provide the State Grant in Aid (SGIA) Homeless Assistance program, by modifying the agreements to have individual price limitations instead of a shared price limitation for vendors listed in the table below and terminating two agreements with vendors as indicated in the table below, and decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604, with no change to the contract completion dates of June 30, 2021, effective retroactive to July 1, 2020 upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Revised Amount	G&C Approval
Bridge House Shelters	165288 - B001	Plymouth NH	Shared	$142,620	June 19,2019 Item #40
Community Action Partnership of Strafford County	177200 - B004	Dover NH	Shared	$6,588	June 19,2019 Item #40
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	Shared	$0	O:
Concord Coalition to End Homelessness	267140 - B001	Bow NH	Shared	$68,709	June 19,2019 Item #40
Cross Roads House	166570 - B001	Portsmouth NH	Shared	$766,784	June 19,2019 Item #40
Families in Transition, NH	157730 - B001	Manchester NH	Shared	$1,658,284	June 19,2019 Item #40
Friends Program	154987 - B001	Concord NH	Shared	$174,710	June 19,2019 Item #40
Helping Hands Outreach Center	174226 - R001	Manchester NH	Shared	$209,516	June 19,2019 Item #40
Hundred Nights, Inc	TBD	Keene NH	Shared	$220,854	June 19,2019 Item #40

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

Lakes Region Community Developers	156571 - B001	Laconia NH	Shared	$88,761	June 19,2019 Item #40
Marquerites Place	157465 - B001	Nashua NH	Shared	$186,836	June 19,2019 Item #40
My Friend's Place	156274 - B001	Dover NH	Shared	$177,231	June 19,2019 Item #40
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	Nashua NH	Shared	$284,806	June 19,2019 Item #40
New Generation	177295 - B001	Greenland NH	Shared	$162,400	June 19,2019 Item #40
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	Shared	$791,802	June 19,2019 Item #40
Salvation Army Carey House, Laconia	177627 - B001	Laconia NH	Shared	$200,062	June 19,2019 Item #40
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	Concord NH	Shared	$312,915	June 19,2019 Item #40
Seacoast Family Promise	TBD	Exeter NH	Shared	$94,661	June 19,2019 Item #40
Southern NH Services	177198 - B006	Manchester NH	Shared	$0	June 19,2019 Item #40
Southwestern Community Services	177511 - R001	Keene NH 03431	Shared	$527,563	June 19,2019 Item #40
The Front Door Agency	156244 - B001	Nashua NH 03064	Shared	$287,991	June 19,2019 Item #40
The Way Home, Inc	166673 - B001	Manchester NH	Shared	$140,656	June 19,2019 Item #40
Tri-County CAP, Inc	177195 - B009	Berlin NH	Shared	$126,299	July 10, 2019 Item #16
Waypoint	177166 - B002	Manchester NH	Shared	$252,556	June 19,2019 Item #40 A01: August 28, 2019 Item #20B
[redacted]	[redacted]	**Total**	**$7,300,000 (Shared)**	**$8,882,604**	

Funds are available in the following accounts for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

EXPLANATION

This request is **Retroactive** because Department's business operations were disrupted by COVID-19 which led to delays in the contract amendment review and approval process.

The purpose of this request is to modify the agreements to have individual price limitations instead of a shared price limitation and to terminate agreements with two (2) Contractors, decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604. The individual price limitations will allow each vendor to more accurately budget and allocate funding to meet the specific needs of the clients within the community.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract. The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Department will monitor the contracted services by requiring the Contractors to submit reports in the HMIS system that include the following:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the State Grant In Aid Homeless Assistance Program

This 1st Amendment to the State Grant In Aid Homeless Assistance Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Salvation Army, (hereinafter referred to as ("the Contractor"), a nonprofit, with a place of business at 177 Union Avenue, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #40), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, 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, modify the price limitation and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $200,062.

2. Modify P-37, General Provisions, Block 1.3, to read:

   The Salvation Army

3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1. to read:

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide, including but not limited to:

3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1.4. to read:

   2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 1, in its entirety.

6. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.1, in its entirety.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.2, to read:

   2.2. The Department will reimburse the Contractor based on the total emergency shelter beds in a program as reported to the Department of Housing and Urban Development. The rate includes all services provided in this Contract on behalf of the individual per day.

8. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, Subsection 3.1,

to read:

3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the fifteenth (15th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.

New Hampshire Department of Health and Human Services
State Grant in Aid Homeless Assistance Program

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/24/20
Date

Name: Christine Santamaria
Title: Director, DEHS

The Salvation Army

6-18-2020
Date

Name: Michael J. Southwick
Title: Secretary

New Hampshire Department of Health and Human Services
State Grant In Aid Homeless Assistance Program

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

07/01/20
Date

Catherine Pinos
Name: Catherine Pinos.
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

JUN07'19 PM 1:49 DAS

40 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 7, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into agreements with the vendors listed below in an amount not to exceed $7,000,000, to provide the State Grant in Aid (SGIA) Homeless Assistance program, effective July 1, 2019, through June 30, 2021, upon Governor and the Executive Council approval. 100% General Funds:

Vendor Name	Vendor Number	Location
Bridge House Shelters	165288 - B001	260 Highland Street Plymouth NH 03264
Community Action Partnership of Strafford County	177200 - B004	577 Central Ave Ste 10 Dover NH 03820
Community Action Program, Belknap and Merrimack	177203 - B003	2 Industrial Park Drive Concord NH 03302
Concord Coalition to End Homelessness	267140 - B001	22 Stack Drive Bow NH 03304
Cross Roads House	166570 - B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition, NH	157730 - B001	122 Market Street Manchester NH 03101
Friends Program	154987 - B001	202 N State Street Concord NH 03301
Helping Hands Outreach Center	174226 - R001	50 Lowell Street Manchester NH 03101
Hundred Nights, Inc	TBD	17 Lamson Street Keene NH 03431
Lakes Region Community Developers	156571 - B001	658 Union Ave Laconia NH 03246
Marquerites Place	157465 - B001	87 Palm Street Nashua NH 03060
My Friend's Place	156274 - B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	2 Quincy Street Nashua NH 03061
New Generation	177295 - B001	9 Tide Mill Road Greenland NH 03840
NH Coalition Against Domestic and Sexual Violence	155510 - B001	One Hundred North Main Street Concord NH 03301

Salvation Army Carey House, Laconia	177627 - B001	177 Union Ave Laconia NH 03246
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	58 Clinton Street Concord NH 03301
Seacoast Family Promise	TBD	27 Hampton Road Exeter NH 03833
Southern NH Services	177198 - B006	40 Pine Street Manchester NH 03108
Southwestern Community Services	177511 - R001	63 Community Way Keene NH 03431
The Front Door Agency	156244 - B001	7 Concord Street, Nashua NH 03064
The Way Home, Inc	166673 - B001	214 Spruce Street Manchester NH 03103
Waypoint	177166 - B002	464 Chestnut Street Manchester NH 03105
		Total: $7,000,000

Funds are available in the following account(s), and are anticipated to be available in State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office. During each State Fiscal Year of the contract, there is a shared price limitation among the vendors of $3,500,000. Consequently, there is no guaranteed minimum or maximum amount of client or service volume.

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	TBD	$3,500,000
2021	102-500731	Contracts for Prog Svc	TBD	$3,500,000
			Total	**$7,000,000**

EXPLANATION

The purpose of this request is to administer the State Grant in Aid (SGIA) Homeless Assistance program. The Contractors listed above shall be required to either: provide emergency shelter services and case management services or case management services only. The Department will reimburse the Contractor at a rate of $11.00 for services provided to each individual per day.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Contractors shall be monitored for performance through reports available from the HMIS system as follows:

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

The vendors listed above were selected for this project through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' web site from March 28, 2019 through April 25, 2019. The Department received twenty six (26) eligible applications, with one vendor withdrawing after submission. The applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the applications. The Bid Summary is attached.

As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D825FCF884C

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

State Grant-In-Aid Homeless Assistance Program
RFA Name

RFA-2020-DEHS-01-STATE
RFA Number

Reviewer Names
1.
2.
3.
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Bridge House Shelter		100	90
2. New Generation, Inc.		100	100
3. Marguerite's Place		100	100
4. Southwestern Community Services		100	100
5. Cross Roads House		100	100
6. Community Action Program		100	95
7. Waypoint		100	100
8. Seacoast Family Promise		100	95
9. Nashua Soup Kitchen & Shelter, Inc.		100	100
10. NH Coalition Against Domestic & Sexual Violence		100	100
11. The Salvation Army-Carey House		100	100
12 The Salvation Army-McKenna House		100	100

13	New Hampshire Legal Assistance		100	100
14	Helping Hands Outreach Center		100	100
15	Southern New Hampshire Services		100	100
16	Headrest, Inc.		100	0
17	Tri-County Community Action Program, Inc.		100	100
18	Lakes Region Community Developers		100	100
19	My Friend's Place, Emergency Shelter Program		100	100
20	Families in Transition/New Hampshire		100	100
21	Community Action Partnership of Strafford County		100	100
22	Friends Program		100	100
23	Concord Coalition To End Homelessness		100	70
24	The Front Door Agency-Transformational Housing Program		100	100
25	Hundred Nights		100	100
26	The Way Home, Inc.		100	100
28.	0		100	0
29.	0		100	0
30.	0		100	0
31.	0		100	0

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

FORM NUMBER P-37 (version 5/8/15)

Subject: State Grant in Aid Homeless Assistance Program (RFA-2020-DEHS-01-STATE-16)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Salvation Army, ~~Carey House~~ DEHS M.G		1.4 Contractor Address 177 Union Ave Laconia NH 03246	
1.5 Contractor Phone Number 603-524-1834	1.6 Account Number 05-95-42-423010-7927-102-500731	1.7 Completion Date 6/30/21	1.8 Price Limitation 7,000,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Michael J. Southwick, Secretary	

1.13 Acknowledgement: State of New York, County of Rockland

On 5-29-2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or ~~Justice of the Peace~~

[Seal]

1.13.2 Name and Title of Notary or ~~Justice of the Peace~~

Jessica M. Marquez

Notary Public, State of New York
No. 01MA5050641, Qualified in Rockland County
Certificate Filed in New York County, Commission Expires on October 16, 2021

1.14 State Agency Signature Date: 6/5/19	1.15 Name and Title of State Agency Signatory Christine Santaniello, Director, DEHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Lisa M. Engler On: 6/5/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials MJS
Date 5-29-2019

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials MJS
Date 5-29-2019

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MJS
Date 5-29-2019

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.

2. Scope of Services

2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless or at risk of becoming homeless statewide. Including but not limited to:

2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in RSA 126-A:26.

2.1.3. Operating a facility in accordance with Exhibit C-1 Operation of Facilities: Compliance with Laws and Regulations that includes at a minimum:

2.1.3.1. Building maintenance and repair.

2.1.3.2. Security systems.

2.1.3.3. Heating and possible cooling equipment.

2.1.3.4. Property and business insurance.

2.1.3.5. Utilities and furnishings.

2.1.3.6. Amenities such as bathrooms.

2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless or at-risk of becoming homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

2.1.4.1. Assessing individuals and families' needs for well-being and obtaining housing, and developing an individualized plan to meet those needs.

2.1.4.2. Developing an individualized plan with the types of services and assistance programs to meet their needs.

2.1.4.3. Assisting individuals and families with accessing emergency shelter.

2.1.4.4. Assisting individuals and families with applying for and accessing permanent housing.

2.1.4.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.1.4.6. Assisting individuals and families with accessing community providers and supports, for, including but not limited to, mental health services, substance use treatment, medical care, employment, veterans benefit, financial and food assistance, and education supports.

2.1.5. The Contractor shall comply with the program requirements, which include but are not limited to:

2.1.5.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include but are not limited to:

2.1.5.1.1. Housing First Approach

2.1.5.1.2. Safe and appropriate diversion

2.1.5.1.3. Immediate and low-barrier access

2.1.5.1.4. Housing-focused, rapid exit services

2.1.5.1.5. Data to measure performance

2.1.5.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted on January 23, 2018, that is herein incorporated by reference and as amended.

2.1.5.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions such as but not limited to mental health services, medication stability, sexual orientation, vulnerability to illness, vulnerability to victimization, vulnerability to physical assault, racial equality, marital status or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.1.5.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restrictive by law such as for domestic violence. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.1.5.5. Agreeing to on-site monitoring, on an annual basis, to review compliance, progress, and performance, which includes, but is not limited to:

2.1.5.5.1. Reviewing policies and procedures for services provided.

2.1.5.5.2. Reviewing financial analyses.

2.1.5.5.3. Reviewing for compliance with safety and hazard requirements.

2.1.5.5.4. Reviewing Data and HMIS entry standards.

2.1.5.6. Complying with New Hampshire Administrative Rules He-M 314 Rights of Persons Using Emergency Shelters. http://www.gencourt.state.nh.us/rules/state_agencies/he-m300.html and ensuring that individuals understand their rights

3. Reporting

3.1. The Contractor shall submit monthly reports to the Department, with the corresponding monthly invoice for payment that includes the aggregate number of individuals served, in accordance with Section 2.1.5.4 above, no later than the 10th day of the following month.

3.2. The Contractor shall submit an annual report to the Department, with the aggregate number of individuals served in accordance with Section 2.1.2.4, beginning September 30, 2020 and each year thereafter.

4. Performance Measures

4.1. The Contractor's performance shall be measured to ensure that the data is entered into HMIS in accordance with Section 2.1.5.4, above, and clients are receiving the assistance needed to meet their goals.

4.2. The Contractor shall be monitored for performance through reports available from the HMIS system that include but are not limited to:

4.2.1. Length of time persons remain homeless

4.2.2. The extent to which persons who exit homelessness to permanent housing destinations return to homelessness

4.2.3. Successful exit to permanent housing destinations

Exhibit B

Method and Conditions Precedent to Payment

1. Price Limitation: This agreement is one of multiple agreements that will serve the State Grant in Aid to Homeless program: ***No maximum or minimum client and service volume is guaranteed.*** Accordingly, the price limitation among all agreements is identified in Block 1.8 of the P-37 for the duration of the agreement.
2. The funding source for this agreement for State Grant in Aid (SGIA) Homeless Assistance program are 100% General Funds
   - 2.1. Funds for SGIA Homeless Assistance program across all vendors, statewide, are anticipated to be $7,000,000 and available in the following amounts:
     - 2.1.1. $3,500,000 for State Fiscal Year 2020.
     - 2.1.2. $3,500,000 for State Fiscal Year 2021.
   - 2.2. The Department will reimburse the Contractor at a rate of $11.00 per individual per day. The rate includes all services provided in this agreement on behalf of the individual per day.
3. Payments shall be made as follows:
   - 3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
   - 3.2. In lieu of hard copies submitted to the address listed in Section 5.4. Exhibit B., all invoices may be assigned an electronic signature and emailed to: housingsupportsinvoices@dhhs.nh.gov
   - 3.3. The Contractor shall keep detailed records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses. The Contractor shall return completed invoices, as provided by the Department, no later than thirty (30) days from the

date services are provided.

3.4. The Contractor shall submit completed invoices to:

State Grant in Aid to Homeless Program
Bureau of Housing Supports
Department of Health and Human Services
Division of Economic and Housing Stability
129 Pleasant Street
Concord, NH 03301
Phone: 603-271-9196

3.5. The State 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.

4. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Vendor Initials MJS
Date 5-29-2019

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: The Salvation Army

5-29-2019
Date

Name: Michael J. Southwick
Title: Secretary

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: The Salvation Army

5-29-2019
Date

Name: Michael J. Southwick
Title: Secretary

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: The Salvation Army

5-29-2019
Date

Name: Michael J. Southwick
Title: Secretary

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;.

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

New Hampshire Department of Health and Human Services
Exhibit G

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: The Salvation Army

5-29-2019
Date

Name: Michael J. Southwick
Title: Secretary

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: The Salvation Army

5-29-2019
Date

Name: Michael J. Southwick
Title: Secretary

New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR. Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Vendor Initials MJS

Date 5-29-2019

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.

Vendor Initials MJS

Date 5-29-2019

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	The Salvation Army
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Michael J. Southwick
Name of Authorized Representative	Name of Authorized Representative
Director DEHS	Secretary
Title of Authorized Representative	Title of Authorized Representative
6/5/19	5-29-2019
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 Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: The Salvation Army

5-29-2019
Date

Name: Michael J. Southwick
Title: Secretary

FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 06-2517941

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   X NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____ N/A

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the Internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

DocuSign Envelope ID: 2C3CB703-2A8F-4671-BD44-5D625FCF884C

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Salvation Army ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), as amended on May 19, 2021, (Tabled Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $784,610

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

DS
Contractor Initials KA
Date 11/2/2022

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

11/15/2022
Date

DocuSigned by:
Karen Hebert
Name: Karen Hebert
Title: Division Director

The Salvation Army

11/2/2022
Date

DocuSigned by:
Richard Allen
Name: Richard Allen
Title: Assistant Secretary -Legal

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/16/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE SALVATION ARMY is a New York Nonprofit Corporation registered to transact business in New Hampshire on July 19, 1954. 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: 64368

Certificate Number: 0005888465

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of October A.D. 2022.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

BRIAN PEDDLE
GENERAL

WILLIAM A. BAMFORD
TERRITORIAL COMMANDER

THE SALVATION ARMY

FOUNDED IN 1865 BY WILLIAM AND CATHERINE BOOTH

EASTERN TERRITORIAL HEADQUARTERS
LEGAL DEPARTMENT
440 WEST NYACK ROAD, P.O. BOX C-635
WEST NYACK, NY 10994-1739
http://easternusa.salvationarmy.org
TELEPHONE (845) 620-7200
FAX (845) 620-7753

CERTIFICATE OF AUTHORITY

I, **Adolph M. Orlando**, hereby certify that:
(Name of the appointed Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly appointed **Second Assistant Secretary -Property** of **The Salvation Army**.
(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 **September 1, 2015**, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That **Michael J. Southwick, Secretary or Richard D. Allen, Assistant Secretary -Legal**
(may list more than one person) (Name and Title of Contract Signatory)

is duly authorized on behalf of **The Salvation Army** to enter into contracts or agreements with
(Name of Corporation/ LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to affect 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: **November 10, 2022**

Signature of Appointed Officer
Name: Adolph M. Orlando
Title: Second Assistant Secretary -Property

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2022

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 CHESTERFIELD INSURANCE AGENCY, INC. P. O. BOX 237 GREEN, OH 44232-0237	CONTACT NAME: CARISSA WILLIAMS PHONE (A/C, No, Ext): (330) 896-9777 x 5824 FAX (A/C, No): 330-896-6548 E-MAIL ADDRESS:
INSURED THE SALVATION ARMY, A NEW YORK CORP. 440 WEST NYACK ROAD WEST NYACK, NY 10994-1739	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: ZURICH AMERICAN INS. CO. — 16535 INSURER B: THE SALVATION ARMY RISK TRUST INSURER C: THE SALVATION ARMY, A NY CORP. INSURER D: AMERICAN ZURICH INS. CO. — 40142 INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 004 010 110722 Laconia, NH 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	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			SELF INSURED RETENTION	01/01/22	01/01/23	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 500,000 $ 500,000 $ 5,000 $ 500,000 $ 500,000 $ 500,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP 8978527-26	01/01/22	01/01/23	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 100,000
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 500,000			TRUST #19578500	01/01/22	01/01/23	EACH OCCURRENCE AGGREGATE	$ 4,500,000 $ 4,500,000
D	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		WC 8978533-26	01/01/22	01/01/23	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	AUTO LIABILITY EXCESS			SELF INSURED RETENTION	01/01/22	01/01/23	XS of $100,000	$ 400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Salvation Army, McKenna House Shelter located at 100 South Street, Concord NH shelter and operations 10/01/2022 through 1/1/2023.

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

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 Carissa M Williams

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Certificate of Insurance Request

Date Request Submitted: 11/8/22 **Date Certificate Needed:** ASAP

☑ E-mail certificate to: richard.starkey@use.salvationarmy.org

☐ Fax certificate to (attn):

TSA Location Information

ARC/CORP/INSTITUTION NAME:	LOCATION #:
Concord Corps	
ADDRESS:	
58 Clinton Street	
CITY, STATE:	**ZIPCODE:**
Concord, NH 03301	

Location to be Insured

NAME (IF DIFFERENT):	LOCATION #:
McKenna House	
ADDRESS:	
100 South Fruit Street	
CITY, STATE:	**ZIPCODE:**
Concord, NH 03301	

Certificate Holder

NAME:	
State of NH Department of Health & Human Services	
ADDRESS:	
129 Pleasant Street	
CITY, STATE:	**ZIPCODE:**
Concord, NH 03301	

Additional Insured (List all Parties)

NAME (IF DIFFERENT):	
ADDRESS:	
CITY, STATE:	**ZIPCODE:**

Coverage Selection

☑ **General Liability**
Limit (if over $500,000):

☑ **Worker's Compensation**

☐ **Automobile**
Limit (if over $500,000):

☐ **Other** (specify coverages, limits & include contract)

Description

Program, Service or Operation to be covered:

McKenna House Shelter

Dates of Coverage:

From: 11/10/22 **To:** 6/30/24

Specific Wording or Requirements:

09/2015

***PLEASE ALLOW 5 DAYS FOR PROCESSING

CIA 07/2014

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

CHESTERFIELD COMPANIES
RISK MANAGEMENT SERVICES

2022

RE: The Salvation Army
Certificate of Insurance

To Whom It May Concern:

Regarding the attached Certificate of Liability Insurance, The Salvation Army General Liability coverage is structured in layers. The first layer is $500,000. The second layer is the Excess Liability (Trust #) in the amount of $4,500,000.

The Auto Liability is $100,000 with the second layer at $400,000. The Excess Liability (Trust #), in the amount of $4,500,000, completes the layers for the automobile coverage.

For both General Liability and Auto Liability, the coverage totals $5,000,000.

I trust this has explained the Liability coverage for The Salvation Army.

Sincerely,

Deanna M. Kruger

Deanna M. Kruger
Agent
Chesterfield Insurance Agency, Inc.
Direct Dial: (330) 896-7639 ext. 8123
E-mail Address: Deanna.Kruger@tpa4tsa.com

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

DOING THE MOST GOOD

The Salvation Army

Mission Statement

The Salvation Army, an international movement, is an evangelical part of the universal Christian church. Its message is based on the Bible. Its ministry is motivated by the love of God. Its mission is to preach the gospel of Jesus Christ and to meet human needs in His name without discrimination.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Consolidated Financial Statements and Report of Independent Certified Public Accountants

The Salvation Army - Eastern Territory

September 30, 2021 and 2020

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Contents

	Page
Report of Independent Certified Public Accountants	3
Consolidated Financial Statements	
Consolidated statements of financial position as of September 30, 2021 and 2020	5
Consolidated statement of activities for the year ended September 30, 2021, with comparative totals for the year ended September 30, 2020	6
Consolidated statement of activities for the year ended September 30, 2020	7
Consolidated statement of functional expenses for the year ended September 30, 2021, with comparative totals for the year ended September 30, 2020	8
Consolidated statement of functional expenses for the year ended September 30, 2020	9
Consolidated statements of cash flows for the years ended September 30, 2021 and 2020	10
Notes to consolidated financial statements	11

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Grant Thornton

GRANT THORNTON LLP
757 Third Ave., 9th Floor
New York, NY 10017

D +1 212 599 0100
F +1 212 370 4520

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Trustees of
The Salvation Army - Eastern Territory

We have audited the accompanying consolidated financial statements of The Salvation Army - Eastern Territory (the "Eastern Territory"), which comprise the consolidated statements of financial position as of September 30, 2021 and 2020, and the related consolidated statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

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.

Auditor's 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making these risk assessments, the auditor considers internal control relevant to the Eastern Territory'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 Eastern Territory'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.

Grant Thornton LLP is the U.S. member firm of Grant Thornton International Ltd (GTIL). GTIL and each of its member firms are separate legal entities and are not a worldwide partnership.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Grant Thornton

Opinion
In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of The Salvation Army - Eastern Territory as of September 30, 2021 and 2020, 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.

Grant Thornton LLP

New York, New York
February 28, 2022

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

The Salvation Army - Eastern Territory

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

As of September 30,
(In thousands)

	2021	2020
ASSETS		
Cash and cash equivalents	$ 196,603	$ 174,629
Accounts receivable	29,545	29,206
Legacies and bequests receivable	21,065	24,007
Pledges receivable, net	964	1,396
Inventory	7,419	6,373
Prepaid expenses and deferred charges	13,571	10,842
Right-of-use assets - operating	10,079	-
Right-of-use asset - finance	1,294	-
Notes receivable	25,364	38,027
Investments, at fair value	2,624,321	2,115,351
Assets of trusts administered by the Eastern Territory	98,730	93,882
Beneficial interest in trusts held by others	270,653	235,659
Net investment in lease	14,100	-
Land, buildings and equipment, net		
Land	199,197	200,959
Buildings, net of accumulated depreciation of $921,481 in 2021 and $883,665 in 2020	921,187	929,250
Construction in progress	63,918	84,552
Equipment, net of accumulated depreciation of $82,775 in 2021 and $81,165 in 2020	15,935	19,920
Land, buildings and equipment, net	1,200,217	1,234,681
Total assets	$ 4,514,135	$ 3,964,053
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	$ 41,121	$ 39,165
Lease liabilities - operating	10,263	-
Lease liability - finance	1,404	-
Liability for split-interest agreements	51,154	54,049
Mortgages and notes payable	493,468	526,753
Interest rate swaps	144,986	187,512
Conditional asset retirement obligations	68,870	67,416
Estimated liability for self-insurance claims	59,254	62,195
Estimated liability for pension and other postretirement benefits	744,552	738,868
Other liabilities	16,410	17,713
Total liabilities	1,631,482	1,691,671
Commitments and contingencies		
Net assets		
Net assets without donor restrictions:		
General operating	114,843	66,824
Board-designated	368,374	18,738
Land, buildings and equipment	1,084,544	1,092,397
Total net assets without donor restrictions	1,567,761	1,177,759
Net assets with donor restrictions:		
Amounts to be held in perpetuity	696,213	656,630
Other restrictions	618,679	437,993
Total net assets with donor restrictions	1,314,892	1,094,623
Total net assets	2,882,653	2,272,382
Total liabilities and net assets	$ 4,514,135	$ 3,964,053

The accompanying notes are an integral part of these consolidated financial statements.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

The Salvation Army - Eastern Territory

CONSOLIDATED STATEMENT OF ACTIVITIES

For the year ended September 30, 2021
with comparative totals for the year ended September 30, 2020
(In thousands)

	2021			2020
	Without Donor Restrictions	With Donor Restrictions	Total	Total
Support and revenues				
Public support				
Received directly				
Contributions	$ 193,981	$ 12,611	$ 206,592	$ 199,604
Donations in-kind and contributed services	124,194	64	124,258	124,452
Legacies and bequests	67,230	5,275	72,505	62,165
Special events	5,714	-	5,714	4,109
Contributions from split-interest agreements	740	9,793	10,533	8,991
Total received directly	391,859	27,743	419,602	399,321
Received indirectly				
Allocated by federated fund raising organizations	8,277	-	8,277	8,985
Total public support	400,136	27,743	427,879	408,306
Fees and grants from governmental agencies	120,242	152	120,394	113,069
Other revenues				
Program and service fees	26,418	-	26,418	29,588
Sales to the public	113,106	-	113,106	92,821
Investment return, net	418,548	223,614	642,162	154,197
Gain on sale/disposition of land, buildings and equipment	23,860	-	23,860	126,720
Other	10,308	-	10,308	10,216
Total other revenues	592,240	223,614	815,854	413,642
Total support and revenues before net assets released from restrictions	1,112,618	251,509	1,364,127	935,017
Net assets released from restrictions	62,613	(62,613)	-	-
Total support and revenues	1,175,231	188,896	1,364,127	935,017
Expenses				
Program services				
Corps community center services	247,948	-	247,948	254,805
Rehabilitation center services	167,155	-	167,155	184,736
Residential and institutional services	67,726	-	67,726	67,456
Other social services	192,268	-	192,268	219,471
Total program services	675,097	-	675,097	726,558
Supporting services				
Management and general	100,527	-	100,527	99,811
Fundraising	39,992	-	39,992	38,659
Total supporting services	140,519	-	140,519	138,470
Total expenses	815,616	-	815,616	865,028
Surplus of support and revenues over expenses	359,615	188,896	548,511	69,989
Change in fair value of interest rate swaps	42,526	-	42,526	(38,209)
Change in value of split-interest agreements	403	31,373	31,776	4,828
Other components of net periodic benefit cost	(28,304)	-	(28,304)	(30,690)
Retirement related activity other than net periodic benefit cost	15,762	-	15,762	29,495
Change in net assets	390,002	220,269	610,271	37,413
Net assets at beginning of year	1,177,759	1,094,623	2,272,382	2,234,969
Net assets at end of year	$ 1,567,761	$ 1,314,892	$ 2,882,653	$ 2,272,382

The accompanying notes are an integral part of this consolidated financial statement.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

The Salvation Army - Eastern Territory

CONSOLIDATED STATEMENT OF ACTIVITIES

For the year ended September 30, 2020
(In thousands)

	Without Donor Restrictions	With Donor Restrictions	Total
Support and revenues			
Public support			
Received directly			
Contributions	$ 188,290	$ 11,314	$ 199,604
Donations-in-kind and contributed services	124,260	192	124,452
Legacies and bequests	50,672	11,493	62,165
Special events	4,109	-	4,109
Contributions from split-interest agreements	866	8,125	8,991
Total received directly	368,197	31,124	399,321
Received indirectly			
Allocated by federated fund raising organizations	8,985	-	8,985
Total public support	377,182	31,124	408,306
Fees and grants from governmental agencies	111,665	1,404	113,069
Other revenues			
Program and service fees	20,688	-	20,688
Sales to the public	92,821	-	92,821
Investment return, net	111,243	42,954	154,197
Gain on sale/disposition of land, buildings and equipment	126,720	-	126,720
Other	10,216	-	10,216
Total other revenues	370,688	42,954	413,642
Total support and revenues before net assets released from restrictions	859,535	75,482	935,017
Net assets released from restrictions	63,790	(63,790)	-
Total support and revenues	923,325	11,692	935,017
Expenses			
Program services			
Corps community center services	254,895	-	254,895
Rehabilitation center services	184,736	-	184,736
Residential and institutional services	67,456	-	67,456
Other social services	219,471	-	219,471
Total program services	726,558	-	726,558
Supporting services			
Management and general	99,811	-	99,811
Fund raising	38,659	-	38,659
Total supporting services	138,470	-	138,470
Total expenses	865,028	-	865,028
Surplus of support and revenues over expenses	58,297	11,692	69,989
Change in fair value of interest rate swaps	(36,209)	-	(36,209)
Change in value of split-interest agreements	(1,233)	6,061	4,828
Other components of net periodic benefit cost	(30,690)		(30,690)
Retirement related activity other than net periodic benefit cost	29,495	-	29,495
Change in net assets	19,660	17,753	37,413
Net assets at beginning of year	1,158,099	1,076,870	2,234,969
Net assets at end of year	$ 1,177,759	$ 1,094,623	$ 2,272,382

The accompanying notes are an integral part of this consolidated financial statement.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

The Salvation Army - Eastern Territory

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

For the year ended September 30, 2021,
with comparative totals for the year ended September 30, 2020
(in thousands)

	Program Services					Supporting Services				
	Corps Community Center Services	Rehabilitation Center Services	Residential and Institutional Services	Other Social Services	Total	Management and General	Fundraising	Total	2021 Total	2020 Total
Salaries, officer allowances and payroll taxes	$ 77,582	$ 81,635	$ 29,761	$ 34,292	$ 223,270	$ 47,483	$ 15,828	$ 63,311	$ 286,581	$ 305,922
Officer and employee benefits	38,495	16,741	7,172	6,533	68,941	13,838	3,346	17,184	86,125	86,744
Professional fees	8,219	1,941	5,451	3,897	19,508	7,972	8,568	16,540	36,048	32,089
Supplies	7,360	7,550	2,360	4,265	21,535	1,257	576	1,843	23,378	26,689
Telecommunications, postage and shipping	3,367	1,682	516	920	6,485	1,786	2,554	4,340	10,825	11,041
Occupancy, furnishings and equipment	43,471	33,306	10,138	7,762	94,677	13,058	696	13,754	108,431	113,992
Printing and publications	3,810	371	546	2,878	7,405	3,931	7,585	11,516	18,921	18,278
Travel, meals and transportation	8,016	6,165	477	1,770	16,428	1,656	449	2,105	18,533	23,079
Specific assistance to individuals	4,595	809	4,943	110,781	121,128	-	-	-	121,128	141,539
World services	-	-	-	9,501	9,501	-	-	-	9,501	10,531
Interest expense	14,369	1,952	1,208	989	18,578	1,108	-	1,108	19,686	19,980
Depreciation and amortization	34,130	14,716	3,589	6,392	58,827	2,500	248	2,748	61,575	60,052
Other	4,534	287	1,505	2,488	8,814	5,918	142	6,060	14,874	12,136
Total expenses	$ 247,948	$ 167,155	$ 67,726	$ 182,268	$ 675,097	$ 100,527	$ 39,992	$ 140,519	$ 815,616	$ 865,028

The accompanying notes are an integral part of this consolidated financial statement.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

The Salvation Army - Eastern Territory

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

For the year ended September 30, 2020
(in thousands)

	Program Services					Supporting Services			
	Corps Community Center Services	Rehabilitation Center Services	Residential and Institutional Services	Other Social Services	Total	Management and General	Fundraising	Total	Total
Salaries, officer allowances and payroll taxes	$ 84,694	$ 87,067	$ 31,665	$ 39,670	$ 243,096	$ 47,722	$ 16,104	$ 63,826	$ 306,922
Officer and employee benefits	38,172	19,808	6,948	6,097	71,025	12,667	3,052	15,719	86,744
Professional fees	6,889	1,776	4,360	3,846	16,871	6,706	6,488	13,194	32,065
Supplies	8,402	9,718	3,002	5,451	26,583	1,373	733	2,106	28,689
Telecommunications, postage and shipping	3,908	1,543	374	985	6,810	1,587	2,664	4,231	11,041
Occupancy, furnishings and equipment	39,458	39,405	9,626	7,229	95,718	17,691	584	18,275	113,993
Printing and publications	2,909	507	441	2,044	5,901	4,533	7,844	12,377	18,278
Travel, meals and transportation	10,380	7,139	681	2,401	20,601	1,656	822	2,478	23,079
Specific assistance to individuals	5,280	1,323	3,885	131,070	141,538	-	-	-	141,538
World services	-	-	-	10,531	10,531	-	-	-	10,531
Interest expense	14,454	1,926	1,464	1,032	18,876	1,084	-	1,084	19,960
Depreciation	32,957	13,852	3,673	6,834	57,316	2,439	297	2,736	60,052
Other	5,392	672	1,357	2,271	9,692	2,373	71	2,444	12,136
Total expenses	$ 254,895	$ 184,736	$ 67,456	$ 219,471	$ 726,558	$ 99,811	$ 38,659	$ 138,470	$ 865,028

The accompanying notes are an integral part of this consolidated financial statement.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

The Salvation Army - Eastern Territory

CONSOLIDATED STATEMENTS OF CASH FLOWS

For the years ended September 30,
(In thousands)

	2021	2020
Cash flows from operating activities:		
Change in net assets	$ 610,271	$ 37,413
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Change in fair value of interest rate swaps	(42,526)	36,209
Retirement related activity other than service cost	12,542	1,195
Depreciation and amortization	61,575	60,052
Realized and unrealized gains on investments	(513,103)	(127,215)
Change in value of split-interest agreements	(31,776)	(4,828)
Gain on sale/disposition of land, buildings and equipment	(23,860)	(126,720)
Gain on extinguishment of new markets tax credits	(4,978)	-
Legacies and bequests restricted for endowment	(1,470)	(1,681)
Contributions restricted for permanent investments and split-interest agreements	(10,780)	(458)
Contributions restricted for acquiring and constructing land, buildings and equipment	(35)	(86)
Changes in operating assets and liabilities:		
Accounts receivable	(339)	3,879
Legacies and bequests receivable	3,127	(1,636)
Pledges receivable	(220)	679
Inventory	(1,046)	892
Prepaid expenses and deferred charges	(2,729)	(1,085)
Right-of-use assets - operating	4,095	-
Split-interest agreements	20,589	8,185
Accounts payable and accrued expenses	1,530	(10,949)
Lease liabilities - operating	(3,911)	-
Conditional asset retirement obligations	1,454	1,370
Liability for self-insurance claims	(2,941)	1,883
Liability for pension and other postretirement benefits	(4,658)	(3,007)
Other liabilities	(1,303)	(1,215)
Net cash used in operating activities	(30,292)	(127,633)
Cash flows from investing activities:		
Purchase of investments	(446,870)	(547,672)
Proceeds from sale of investments	534,915	720,241
Proceeds from sale of land, buildings and equipment	21,261	76,246
Purchase of land, buildings and equipment	(38,073)	(56,958)
Net cash provided by investing activities	71,233	191,857
Cash flows from financing activities:		
Legacies and bequests restricted for endowment	1,285	1,871
Contributions restricted for acquiring and constructing land, buildings and equipment	697	420
Contributions restricted for permanent investments and split-interest agreements	739	805
Payments related to split-interest agreements	(5,831)	(6,312)
Proceeds from mortgages and notes payable	335,901	424,654
Payments on mortgages and notes payable and lease liability - finance	(351,548)	(444,779)
Net cash used in financing activities	(18,757)	(23,341)
NET INCREASE IN CASH AND CASH EQUIVALENTS	22,174	40,883
Cash and cash equivalents, beginning of year	174,629	133,746
Cash and cash equivalents, end of year	$ 196,803	$ 174,629
Supplemental disclosures of cash flow information:		
Cash paid during the year for interest	$ 19,650	$ 19,636
Accounts payable for construction projects	$ 2,811	$ 2,385
Right-of-use assets acquired under operating leases	$ 14,175	$ -
Right-of-use asset acquired under finance lease	$ 1,407	$ -
Extinguishment of New Markets Tax Credits loans receivables	$ 12,663	$ -
Extinguishment of New Markets Tax Credits loans payables	$ 17,641	$ -
Net investment in lease recognized for 99-year ground lease	$ 14,100	$ -
Reduction of financing obligation attributed to sale of property	$ -	$ 59,847

The accompanying notes are an integral part of these consolidated financial statements.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

NOTE 1 - PURPOSE AND ORGANIZATION

The Salvation Army, founded in 1865, is a not-for-profit international religious organization and charitable movement organized and operated on a quasi-military pattern and is a branch of the Christian Church. Its membership includes officers (clergy), soldiers and adherents (laity), members of various activity groups and volunteers who serve as advisors, associates and committed participants in its service functions.

The accompanying consolidated financial statements include all programs and operations of The Salvation Army - Eastern Territory (the "Eastern Territory") incorporated as The Salvation Army (A New York Corporation), with its corporate headquarters located in West Nyack, New York. The Eastern Territory comprises the states of Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Delaware, Ohio and Northeast Kentucky, the Commonwealth of Puerto Rico and the U.S. Virgin Islands. The Eastern Territory also consolidates other related entities in which it has an economic interest and control. The centers of operation, which are the divisional headquarters, institutions, corps community centers, service extension units and adult rehabilitation centers, maintain their own standardized financial systems and accounting records under powers of attorney granted by corporate authority, and issue such reports and financial statements as may be called for locally, pertaining to the financial and property resources which they administer. All intercompany accounts and transactions have been eliminated.

The Eastern Territory is an organization exempt from income taxes under Section 501(a) as an entity described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended and is exempt from state income taxes under related state provisions.

The Eastern Territory operates a variety of programs including corps community centers that provide spiritual, educational and recreational services; homeless and emergency shelters; senior citizens' residences, children's homes and children's day care centers; adult rehabilitation centers and substance abuse centers; emergency disaster services; assistance for the poor, disabled, and retired; jail and hospital visitation; and camping activities.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying consolidated financial statements have been prepared in accordance with the national accounting policies of The Salvation Army. These policies are consistent with accounting principles generally accepted in the United States of America ("U.S. GAAP").

In order to observe restrictions which donors place on grants and other gifts, as well as designations made by the Board of Trustees, all assets, liabilities and activities are accounted for in the following net asset classifications:

Net Assets Without Donor Restrictions - Net assets that are not subject to donor-imposed restrictions and may be designated for specific purposes or locations by action of the Board of Trustees.

Net Assets With Donor Restrictions - Net assets that are subject to donor-imposed restrictions that will be fulfilled either by actions of the Eastern Territory or the passage of time or that include a stipulation that assets provided be retained and invested in perpetuity while permitting the Eastern Territory to use all or part of the investment return on these assets for specified or unspecified purposes.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Cash and Cash Equivalents

For purposes of these consolidated financial statements, cash equivalents are defined as short-term, highly liquid investments that are both readily convertible to known amounts of cash and have original maturities of three months or less. Cash and cash equivalents do not include cash held for reinvestment which is included in investments. At September 30, 2021 and 2020, cash equivalents included $21,470 and $21,014, respectively, held in a money market account at a commercial bank as collateral for letters of credit for insurance purposes (see Note 19).

Pledges Receivable

Unconditional pledges receivable are recorded at net realizable value. Pledges receivable that are expected to be collected after one year are recorded at the present value of estimated future cash flows and discounted using a credit-adjusted discount rate applicable to the year in which the pledge was made. Amortization of the discount is recorded as additional contribution revenue. An allowance for uncollectible pledges receivable is based on management's judgment, including such factors as prior collection history, subsequent collections, creditworthiness of donor and nature of fundraising activity. Pledges are written off when determined to be uncollectible. Conditional pledges receivable are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

Inventory

Inventory for goods purchased for resale is stated at the lower of weighted average cost or market. Inventory for goods donated for resale is recorded based on estimated fair value.

Investments

Investments are recorded at fair value. Investment return includes interest and dividends and realized and unrealized appreciation (depreciation). Investment expenses, such as custodial fees, investment advisory fees and direct internal investment expenses involving the direct conduct or direct supervision of the strategic and tactical activities involved in generating investment return, are netted against investment return in the accompanying consolidated statements of activities.

The Eastern Territorial headquarters has the responsibility for investment activity for all units within the Eastern Territory. The portfolios related to net assets with donor restrictions are maintained on a pooled "mutual fund" accounting basis, with the net investment return being allocated to each participating account on a pro rata basis. Investment return earned on portfolios related to net assets without donor restrictions is distributed to the constituent accounts on the basis of a stated percentage of the monthly account balances during the year. Amounts so deposited may be withdrawn when required for use by the centers of operation.

Charitable gift annuities are maintained in a separate portfolio and are invested in accordance with applicable state laws for such monies. The Eastern Territory maintains assets sufficient to meet annuity requirements of various state laws.

Split-Interest Agreements

Accounting standards require that the following instruments be recorded as income and net assets at the present value of their ultimate Eastern Territory interest:

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Beneficial Interest in Trusts Held by Others

Donors have established and funded trusts which are administered by organizations other than the Eastern Territory. Under the terms of these trusts, the Eastern Territory has the irrevocable right to receive all or a portion of the income earned on the trust assets either in perpetuity or for the life of the trust. The Eastern Territory does not control the assets held by an outside trustee. The Eastern Territory records its beneficial interest in trusts held by a third party as increases in net assets with donor restrictions at the fair value of the assets contributed to the trust.

Distributions from trust assets that are free of purpose or time restrictions are recorded as net assets without donor restrictions. Distributions from trust assets that are restricted for a particular time or purpose are reported as net assets with donor restrictions and released from restrictions when the time has elapsed or the purpose has been satisfied. Adjustments to the beneficial interest to reflect changes in the fair value are reported in the consolidated statement of activities as a change in value of split-interest agreements.

Charitable Remainder Trusts

Donors have established and funded trusts under which specified distributions are to be made to a designated beneficiary or beneficiaries over the trusts' term. Upon termination of the trusts, the Eastern Territory receives the assets remaining in the trusts. Trusts are recorded as increases to net assets with donor restrictions at the fair value of trust assets, less the present value of the estimated future payments to be made under the specific terms of the trust on the date of the contribution using the Annuity 2012 mortality table. The discount rates ranged from 0.4% to 10.0% at September 30, 2021 and 1.8% to 10.0% at September 30, 2020.

Charitable Gift Annuities

Donors have contributed assets to the Eastern Territory in exchange for a promise by the Eastern Territory to pay a fixed amount or percentage for a specified period of time to the donors or to individuals or organizations designated by the donors. Under the terms of such agreements no trust exists as the assets received are held by, and the annuity liability is an obligation of, the Eastern Territory. Contribution revenue is recognized as increases to net assets with or without donor restrictions based on the existence or absence of donor-imposed restrictions and recorded at the fair value of the assets contributed, less the present value of the estimated future payments to be made under the specific terms of the agreement on the date of the contribution.

The discount rates ranged from 0.4% to 10.6% at September 30, 2021 and 0.6% to 10.6% at September 30, 2020. In fiscal years 2021 and 2020, the assumptions used in the valuation of the annuity liability include mortality data in accordance with the Annuity 2012 mortality table.

Pooled (Life) Income Funds

The Eastern Territory manages a life income fund. The fund is divided into units, and contributions from many donors are pooled and invested as a group. Donors are assigned a specific number of units based on the proportion of the fair value of their contributions to the total fair value of the pooled income fund on the date of the donor's entry into the pooled fund. The donor is paid the actual income earned on those units until his or her death. Upon the donor's death, the value of these assigned units reverts to the Eastern Territory.

The Eastern Territory recognizes its interest in the assets received as contribution revenue with donor restrictions, at the fair value of the assets received net of a discount for future interest based on the life expectancy of the donor. The contribution revenue net of this discount is recorded as contributions from split-interest agreements.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

The discount rates ranged from 2.7% to 11.2% at September 30, 2021 and 2020. In fiscal years 2021 and 2020, the assumptions used in the valuation of the liability include mortality data in accordance with the Annuity 2012 mortality table.

Land, Buildings and Equipment

Land, buildings and equipment (with a purchase price of $10 or more) are stated at cost or, if donated, at fair value at the date of donation.

Revenue Recognition

All items of support and revenue are stated on the accrual basis.

Support and revenue are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions that are not fulfilled in the accounting period. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulations or by law. All expenses are reported as decreases in net assets without donor restrictions.

Contributions subject to donor-imposed restrictions are recorded as revenue with donor restrictions. When the donor-imposed restriction has been fulfilled or the stipulated time period has elapsed, the net assets are reclassified as net assets without donor restrictions and reported as net assets released from restrictions. Contributions with restrictions that are met during the fiscal year in which they are received are recorded as revenue without donor restrictions. Conditional promises to give and intentions to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

In accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers* ("ASC 606"), the Eastern Territory recognizes revenue when control of the promised goods or services are transferred to outside parties in an amount that reflects the consideration the Eastern Territory expects to be entitled to in exchange for those goods or services. Revenue for sales to public is recognized at the point in time of the sales transaction. Program and service fees are recognized as the services are rendered.

The Eastern Territory recognizes revenue from grants and contracts in accordance with Accounting Standards Update ("ASU") 2018-08, *Not-For-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. In accordance with ASU 2018-08, the Eastern Territory evaluates whether a transfer of assets is (1) an exchange transaction in which a resource provider is receiving commensurate value in return for the resources transferred or (2) a contribution. If the transfer of assets is determined to be an exchange transaction, the Eastern Territory applies guidance under ASC 606. If the transfer of assets is determined to be a contribution, the Eastern Territory evaluates whether the contribution is conditional based upon whether the agreement includes both (1) one or more barriers that must be overcome before the Eastern Territory is entitled to the assets transferred and promised and (2) a right of return of assets transferred or a right of release of a promisor's obligation to transfer assets.

A portion of the Eastern Territory's revenue is derived from federal and state contracts and grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when expenditures have been incurred or performance requirements have been met, in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as other liabilities in the consolidated statements of financial position.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Donations-in-Kind and Contributed Services

Material gifts-in-kind items used in the Eastern Territory's Corps and Unit programs and services (e.g., vehicles, free rent, and equipment, etc.) and donated goods distributed (e.g., clothing, furniture, and foodstuffs, etc.) are recorded at their estimated fair value as income when received and expense at the time the items are placed into service or distributed.

Goods donated for sale in the Eastern Territory's adult rehabilitation centers and thrift stores are recorded as contributions and processed donations-in-kind on the basis of a percentage of sales income determined by appraisal studies.

Contributed land, buildings and equipment are recorded at fair value at the date of donation as support and revenue without donor restrictions unless the use of such contributed assets is restricted by a donor-imposed restriction.

Contributed services are reported as contributions at their fair value if such services 1) create or enhance nonfinancial assets, or 2) they would typically need to be purchased if not provided by contribution, require specialized skills and are provided by individuals possessing such specialized skills. In addition, the appropriate value of donated services of individuals is recorded as an expense when such services qualify for cost reimbursement from third-party providers.

The Eastern Territory has a significant number of volunteers who contribute meaningful amounts of time in furtherance of the Eastern Territory's mission. Such contributions do not meet generally accepted accounting criteria for recognition as contributed services and, accordingly, are not reflected in the consolidated statements of activities.

Expenses

All expenses are stated on the accrual basis and are presented in the accompanying consolidated statements of activities and functional expenses. Expenses directly attributable to a specific functional category are reported as expenses of those functional categories. Expenses attributable to more than one functional category are allocated across program services and supporting services using a variety of cost allocation techniques. These techniques include the allocation of occupancy, furnishings and equipment, and depreciation expenses based on calculated use of the square footage of buildings. Salaries, allowances and taxes and employee and officer benefits are allocated based on an employee's time attributable to specific program and supporting services. Other expenses not attributed directly to a specific functional category are allocated based on the benefit attributed to each functional category.

Depreciation

Depreciation is provided on buildings, vehicles and equipment at straight-line rates based on estimated service lives. The estimated service lives for buildings and improvements are 20-50 years and 4-20 years for vehicles and equipment. For buildings, a half year of depreciation is charged in the year of acquisition or completion of construction, and in the year of disposition. For vehicles and equipment, a full year of depreciation is charged in the year of acquisition and no depreciation is charged in the year of disposition.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from these estimates.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Reclassification

Certain information in the fiscal 2020 consolidated financial statements has been reclassified to conform to the fiscal 2021 presentation. Such reclassifications did not change total assets, liabilities, net assets, revenues or expenses as reported in the 2020 consolidated financial statements.

NOTE 3 - RECENT ACCOUNTING PRONOUNCEMENTS

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires organizations that lease assets (lessees) to recognize the assets and related liabilities for the rights and obligations created by the leases on the statement of financial position for leases with terms exceeding 12 months. ASU No. 2016-02 defines a lease as a contract or part of a contract that conveys the right to control the use of identified assets for a period of time in exchange for consideration. The lessee in a lease will be required to initially measure the right-of-use asset and the lease liability at the present value of the remaining lease payments, as well as capitalize initial direct costs as part of the right-of-use asset. In June 2020, the FASB issued ASU No. 2020-05, *Revenue from Contracts with Customers (Topic 606) and Leases (Topic 842)*, that allowed certain entities the option to defer the adoption of ASU 2016-02 by one year. The Eastern Territory adopted ASU 2016-02 for the year ended September 30, 2021 using the current period adjustment method which impacted the Eastern Territory's financial condition but did not have a material impact on the consolidated financial statements (see Note 18).

In September 2020, the FASB issued ASU No. 2020-07, *Presentation and Disclosure by Not-for-Profit Entities for Contributed Nonfinancial Assets* to increase the transparency of contributed nonfinancial assets through enhancement to presentation and disclosure. The new guidance requires contributed nonfinancial assets to be presented as a separate line item on the consolidated statement of activities, apart from cash and other financial asset contributions. This guidance also requires disclosure of the types of contributed nonfinancial assets and, for each category, information about whether the assets were monetized or utilized, a description of the policies to monetize or utilize such assets, a description of donor-imposed restrictions associated with the contributions, and a description of the valuation techniques and principal market used to arrive at a fair value measure at initial recognition. ASU No. 2020-07 will be effective for the Eastern Territory in fiscal year 2022. The Eastern Territory is in the process of evaluating the impact this standard will have on the consolidated financial statements.

NOTE 4 - PLEDGES RECEIVABLE, NET

Pledges receivable, net, at September 30, 2021 and 2020 include the following:

	2021	2020
Pledges receivable due in:		
Less than one year	$ 1,280	$ 1,538
One year to five years	177	653
	1,457	2,191
Discount to present value	(5)	(24)
Allowance for uncollectibles	(488)	(771)
Pledges receivable, net	$ 964	$ 1,396

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

At September 30, 2021 and 2020, the interest rates used to discount pledges receivable to present value ranged from 0.13% to 1.63% and 0.13% to 2.81%, respectively.

During fiscal years 2021 and 2020, the Eastern Territory received notification of certain intentions to give. However, due to their conditional nature, these gifts have not been reflected in the accompanying consolidated financial statements.

NOTE 5 - INVESTMENTS

Investments, at fair value, consisted of the following at September 30, 2021 and 2020:

	2021	2020
Marketable securities:		
Short-term securities	$ 120,518	$ 87,000
Corporate bonds and other fixed income securities	136,995	145,150
Government securities	78,892	105,511
Equity securities	720,737	593,155
Mutual fund	30,103	-
Total marketable securities	1,087,245	930,816
Alternative investments:		
Private equity	392,652	193,965
Timber	60,464	64,096
Real estate	60,348	64,260
Hedge funds	310,268	328,672
Commingled funds	672,944	544,411
Commodities	51,874	34,797
Total alternative investments	1,548,550	1,230,201
Receivables for securities sold	22,522	65,139
Liabilities for securities purchased	(36,532)	(113,308)
Accrued income	2,536	2,503
Total investments, at fair value	$ 2,624,321	$ 2,115,351

Depending on the underlying asset, the fair value is determined through a national exchange price for securities with a readily determinable value or by valuations and estimates typically determined by the underlying asset manager. Although the majority of these investment values are determined through national exchanges, certain investment values may differ from the values that would have been used had a ready market for these investments existed and the differences could be material. The financial statements of these investments are audited annually (typically at December 31) by independent auditors.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Investment return, net, for the years ended September 30, 2021 and 2020 consists of the following:

	2021	2020
Dividends and interest	$ 49,430	$ 38,340
Realized and unrealized gains, net	613,103	127,215
Investment fees	(20,371)	(11,358)
Investment return, net	$ 642,162	$ 154,197

NOTE 6 - FAIR VALUE MEASUREMENTS

U.S. GAAP defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date.

U.S. GAAP establishes a three-level fair value hierarchy that prioritizes the inputs used to measure fair value. This fair value hierarchy requires entities to maximize the use of observable inputs and minimize the use of unobservable inputs. Observable inputs reflect the assumptions market participants would use in pricing the asset or liability developed from sources independent of the reporting entity; and unobservable inputs reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability developed based on the best information available in the circumstances. The fair value hierarchy is categorized into three levels based on inputs as follows:

Level 1 - Quoted market prices for identical assets or liabilities to which an entity has access at the measurement date.

Level 2 - Inputs and information other than quoted market indices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include the following:

a. Quoted prices for similar assets or liabilities in active markets;

b. Quoted prices for identical or similar assets in markets that are not active;

c. Observable inputs other than quoted prices for the asset or liability; and

d. Inputs derived principally from, or corroborated by, observable market data by correlation or by other means.

Level 3 - Inputs that are unobservable and significant to the overall fair value measurement of the asset or liability.

The Eastern Territory has segregated all financial assets and liabilities that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value, except for those investments and assets of trusts administered by the Eastern Territory that are measured at fair value using the net asset value ("NAV") per share practical expedient.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

The following table serves to prioritize the inputs used to value the Eastern Territory's financial assets and liabilities within the fair value hierarchy as of September 30, 2021:

	Level 1	Level 2	Level 3	Net Asset Value	Total
Assets					
Marketable securities:					
Short-term securities	$ 118,354	$ 2,164	$ -	$ -	$ 120,518
Corporate bonds and other fixed income securities	-	136,995	-	-	136,995
Government securities	23,236	55,656	-	-	78,892
Equity securities	720,484	253	-	-	720,737
Mutual fund	30,103	-	-	-	30,103
Total marketable securities	892,177	195,068	-	-	1,087,245
Alternative investments	-	-	28,527	1,520,023	1,548,550
Total investments*	892,177	195,068	28,527	1,520,023	2,635,795
Split-interest agreements:					
Assets of trusts administered by the Eastern Territory					
Cash and cash equivalents	2,408	-	-	-	2,408
Equity securities	31	-	-	-	31
Exchange-traded fund	1,600	-	-	-	1,600
Mutual fund	3,861	-	-	-	3,861
Common trust funds	-	-	-	90,830	90,830
Total assets of trusts administered by the Eastern Territory	7,900	-	-	90,830	98,730
Interests in trusts held by others	-	-	270,663	-	270,663
Total split-interest agreements	7,900	-	270,663	90,830	369,393
Total assets	$ 900,077	$ 195,068	$ 299,190	$ 1,610,853	$ 3,005,188
Liabilities					
Interest rate swaps	$ -	$ 144,986	$ -	$ -	$ 144,986
Total liabilities	$ -	$ 144,986	$ -	$ -	$ 144,986

* Excluded from the summary of investments but included in the Eastern Territory's investments are pending trade receivables, pending trade payables and accrued income.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

The following table serves to prioritize the inputs used to value the Eastern Territory's financial assets and liabilities within the fair value hierarchy as of September 30, 2020:

	Level 1	Level 2	Level 3	Net Asset Value	Total
Assets					
Marketable securities:					
Short-term securities	$ 85,765	$ 1,235	$ -	$ -	$ 87,000
Corporate bonds and other fixed income securities	2,043	143,107	-	-	145,150
Government securities	26,345	79,166	-	-	105,511
Equity securities	592,914	241	-	-	593,155
Total marketable securities	707,067	223,749	-	-	930,816
Alternative investments	-	-	25,233	1,204,968	1,230,201
Total investments*	707,067	223,749	25,233	1,204,968	2,161,017
Split-interest agreements:					
Assets of trusts administered by the Eastern Territory					
Cash and cash equivalents	2,227	-	-	-	2,227
Equity securities	190	-	-	-	190
Exchange-traded fund	1,442	-	-	-	1,442
Mutual fund	3,466	-	-	-	3,466
Common trust funds	-	-	-	86,557	86,557
Total assets of trusts administered by the Eastern Territory	7,325	-	-	86,557	93,882
Interests in trusts held by others	-	-	235,659	-	235,659
Total split-interest agreements	7,325	-	235,659	86,557	329,541
Total assets	$ 714,392	$ 223,749	$ 260,892	$ 1,291,525	$ 2,490,558
Liabilities					
Interest rate swaps	$ -	$ 187,512	$ -	$ -	$ 187,512
Total liabilities	$ -	$ 187,512	$ -	$ -	$ 187,512

* Excluded from the summary of investments but included in the Eastern Territory's investments are pending trade receivables, pending trade payables and accrued income.

The following are rollforwards of Level 3 financial assets for the years ended September 30, 2021 and 2020:

	Beginning Balance as of October 1, 2020	Purchases/ Additions	Sales/ Distributions	Realized and Unrealized Gains, Net	Ending Balance as of September 30, 2021
Real estate alternative investment	$ 25,233	$ 2,989	$ (1,728)	$ 2,033	$ 28,527
Interests in trusts held by others	235,659	9,676	(7,339)	32,667	270,663
	$ 260,892	$ 12,665	$ (9,067)	$ 34,700	$ 299,190

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

	Beginning Balance as of October 1, 2019	Purchases/ Additions	Sales/ Distributions	Realized and Unrealized Gains, Net	Ending Balance as of September 30, 2020
Real estate alternative investment	$ 23,346	$ 273	$ (233)	$ 1,847	$ 25,233
Interests in trusts held by others	231,078	7,947	(8,868)	5,502	235,659
	$ 254,424	$ 8,220	$ (9,101)	$ 7,349	$ 260,892

Net realized and unrealized gains (losses) in the table above are reflected in the accompanying consolidated statements of activities and included as part of investment return, net, and change in value of split-interest agreements.

The Eastern Territory uses the NAV per share or its equivalent as a practical expedient to determine the fair value of all the underlying investments, which (a) do not have a readily determinable fair value and (b) prepare their financial statements consistent with the measurement principles of an investment company or have the attributes of an investment company.

The following table lists investments valued at NAV per share or its equivalent, by major category, at September 30, 2021:

	Strategy	NAV in Funds	# of Funds	Remaining Life	$ Amount of Unfunded Commitments	Redemption Terms	Redemption Restrictions
Private Equity	Venture and buyout in the U.S. and international	$ 397,052	27	1 – 10 years 1 fund pending liquidation	$ 61,939	1 func pending liquidation, No liquidity for the remaining funds	N/A
Real Estate	Real Estate	31,821	9	7 funds 1 – 11 years, 2 funds pending liquidation	32,057	2 funds pending liquidation, No liquidity for remaining funds	N/A
Timber	Holdings of timber producing property	50,464	7	1 – 4 years	-	No liquidity	N/A
Commingled Funds	Distressed asset funds and credit strategies	4,413	1	1 year	750	No liquidity	N/A
Commingled Funds	Globe funds	658,531	9	8 funds N/A, 1 fund pending liquidation	303	Monthly for 5 funds, Quarterly for 3 funds, 1 fund pending liquidation	2 funds have redemption gates, 1 func has a 3 year rolling lock up
Commodities	Energy, Metals, Agriculture	51,874	3	1 fund 1 year, 2 funds 5-7 years	3,776	No liquidity	N/A
Hedge Funds	U.S. and Globa. Long/ Short-Term Equities	310,268	5	6 funds N/A, 2 funds pending liquidation	50,000	Monthly for 1 fund, Quarterly for 2 funds, Annual for 2 funds, Biennial for 1 fund, 2 funds pending liquidation	3 funds have redemption gates, 1 fund has a 2 year lock up
Common Trust Funds	Track or exceed certain U.S. and international equity and fixed income indices	90,830	5	N/A	-	Daily liquidity	N/A
	Total	$1,610,853	72		$ 148,825		

As of September 30, 2021, additional unfunded commitments totaling $6,739 pertain to the Level 3 real estate alternative investment and are excluded from the table above.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

The following table lists investments valued at NAV per share or its equivalent, by major category, at September 30, 2020:

	Strategy	NAV in Funds	# of Funds	Remaining Life	$ Amount of Unfunded Commitments	Redemption Terms	Redemption Restrictions
Private Equity	Venture and buyout in the U.S. and international	$ 193,965	23	1 – 11 years, 1 fund pending liquidation	$ 71,990	1 fund pending liquidation, No liquidity for the remaining funds	N/A
Real Estate	Real Estate	39,027	10	7 funds 1 – 10 years, 1 fund N/A, 2 funds pending liquidation	41,778	Quarterly for 1 fund, 2 funds pending liquidation, No liquidity for remaining funds	N/A
Timber	Holdings of timber producing property	84,098	7	1 – 3 years	-	No liquidity	N/A
Commingled Funds	Distressed asset funds and credit strategies	4,378	1	1 year	750	No liquidity	N/A
Commingled Funds	Global funds	540,035	10	8 funds N/A, 1 fund pending liquidation	2,748	Monthly for 5 funds, Quarterly for 4 funds, 1 fund pending liquidation	4 funds have redemption gates
Commodities	Energy, Metals, Agriculture	34,797	3	1 fund 2 years, 2 funds 5-7 years	9,998	No liquidity	N/A
Hedge Funds	U.S. and Global Long/ Short-Term Equities	328,672	11	5 funds N/A, 6 funds pending liquidation	-	Monthly for 1 fund, Quarterly for 2 funds, Annual for 1 fund, Biannual for 1 fund, 6 funds pending liquidation	2 funds have redemption gates, 1 fund has a 1 year lock up
Common Trust Funds	Track or exceed certain U.S. and international equity and fixed income indices	88,557	8	N/A	-	Daily liquidity	N/A
	Total	$1,291,525	73		$ 126,759		

NOTE 7 - PENSION, RETIREMENT AND OTHER POSTRETIREMENT PLANS

Employee Pension Plans

Eligible employees participate in the Employee Pension Plan (the "Plan") with other Salvation Army Territories which provides for death, disability and retirement benefits. The Plan is a defined contribution, money purchase plan.

Annual contributions to the Plan for the Eastern Territory are based on a stipulated 6% of employees' salaries. In fiscal years 2021 and 2020, the Eastern Territory incurred $8,693 and $8,672 of expenses under this plan, net of employee forfeitures of $2,425 and $2,504, respectively. The Eastern Territory has recorded a liability for contributions accrued under the Plan of $2,186 and $1,863 as of September 30, 2021 and 2020, respectively, and are included on the accompanying consolidated statements of financial position as part of the estimated liability for pension and other postretirement benefits.

The Eastern Territory has board-designated assets of $3,690 and $3,990 as of September 30, 2021 and 2020, respectively, for an inactive money purchase pension plan for employees whose benefits were frozen as of April 30, 1977. The liability for benefits accrued under this plan of $3,690 and $3,990 as of September 30, 2021 and 2020, respectively, are included on the accompanying consolidated statements of financial position as part of the estimated liability for pension and other postretirement benefits.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Officers' Retirement Provisions and Other Post-Retirement Benefits

The Eastern Territory has a noncontributory retirement provision for officers which provides retirement benefits, as defined by The Salvation Army policy governing such benefits. Retirement allowances are determined based upon active officer allowances and length of service.

They are self-funded principally by annual assessments to all centers of operation, by designated portions of legacy income, by earnings on assets designated for retirement benefits and by special appropriations. Such designated assets, which were $16,873 and $16,123 as of September 30, 2021 and 2020, respectively, are included in board-designated net assets. These assets may be reallocated for other purposes at any time by the Eastern Territory's Board of Trustees.

The Eastern Territory also provides certain healthcare and death benefits for retired Salvation Army officers as part of the retirement provision for officers. The Eastern Territory also provides a housing and furnishings allowance at the time of retirement. All Eastern Territory officers and their eligible dependents are eligible for these benefits, as defined by the Eastern Territory policy. Provisions for these benefits are self-funded in a manner similar to officers' retirement benefits. Such designated assets, which were $58,392 and $66,218 as of September 30, 2021 and 2020, respectively, are included in board-designated net assets. These assets may be reallocated for other purposes at any time by the Eastern Territory's Board of Trustees.

The following table summarizes the benefit obligations, fair value of plan assets, funded status, and accrued benefit cost of the plans reported on the consolidated statements of financial position at September 30, 2021 and 2020:

	2021		2020	
	Retirement Provisions	Other Postretirement Benefits	Retirement Provisions	Other Postretirement Benefits
Benefit obligation, beginning of year	$ 354,006	$ 377,009	$ 332,888	$ 399,858
Service cost	10,418	12,447	10,131	14,053
Interest cost	9,906	11,303	10,547	13,183
Plan amendments	-	-	-	-
Assumption changes	(9,566)	(11,812)	15,544	(6,554)
Actuarial loss (gain)	5,099	7,613	637	(32,162)
Benefit payments	(16,895)	(10,852)	(15,741)	(11,369)
Benefit obligation, end of year	$ 352,968	$ 385,708	$ 354,006	$ 377,009
Fair value of plan assets at September 30	$ -	$ -	$ -	$ -
Funded status at September 30	$ (352,968)	$ (385,708)	$ (354,006)	$ (377,009)
Accrued benefit cost	$ 327,552	$ 380,303	$ 327,250	$ 367,193

In December 2019, Congress passed the 2020 Further Consolidated Appropriations Act (the "Act") which repealed the Cadillac Tax, a tax on high-cost health care plans that was originally passed as a provision of the Affordable Care Act. The change in law served to decrease the fiscal year 2020 other postretirement benefits plan obligation by approximately $19,600. However, this impact was offset due to a decrease in the discount rates commensurate with lower long-term interest rates which served to increase the fiscal year 2020 retirement plan and postretirement benefits plan obligations by approximately $19,800 and $19,700, respectively. During fiscal year 2021, higher long-term interest rates resulted in an increase to

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

discount rates which served to decrease the fiscal year 2021 retirement plan and postretirement benefits plan obligations by approximately $10,600 and $13,300, respectively. These changes are reflected in the table above as part of assumption changes.

The amount reflected in the 2020 table above as an actuarial gain, which served to decrease the fiscal year 2020 benefit obligation of the other postretirement plan by $32,162, is primarily due to differences between actual and expected plan experience relating to claims paid and demographic changes.

The amount of contributions and benefit payments from the plans for the years ended September 30, 2021 and 2020 were:

	2021		2020	
	Retirement Provisions	Other Postretirement Benefits	Retirement Provisions	Other Postretirement Benefits
Employer contributions	$ 16,895	$ 10,852	$ 15,741	$ 11,369
Participant contributions	-	-	-	-
Benefit payments	$ 16,895	$ 10,852	$ 15,741	$ 11,369

The following table provides the components of the net periodic benefit cost recognized as expense for the years ended September 30, 2021 and 2020:

	2021		2020	
	Retirement Provisions	Other Postretirement Benefits	Retirement Provisions	Other Postretirement Benefits
Service cost	$ 10,418	$ 12,447	$ 10,131	$ 14,053
Interest cost	9,906	11,303	10,547	13,183
Amortization of unrecognized:				
Prior service cost	1,422	212	1,422	212
Net actuarial loss	5,461	-	4,793	533
Net periodic benefits cost	$ 27,207	$ 23,962	$ 26,893	$ 27,981

Service cost totaling $22,865 and $24,184 for fiscal years 2021 and 2020, respectively, are reported as part of operating expenses and officer and employee benefits in the accompanying consolidated statements of activities and functional expenses. Other components of net periodic benefit cost totaling $28,304 and $30,690, for fiscal years 2021 and 2020, respectively, are reported as nonoperating activities in the accompanying consolidated statements of activities.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

For the years ended September 30, 2021 and 2020, the change in estimated additional minimum liability for retirement and other post-retirement benefits consisted of:

	2021		2020	
	Retirement Provisions	Other Postretirement Benefits	Retirement Provisions	Other Postretirement Benefits
Net actuarial (gain) loss	$ (4,468)	$ (4,199)	$ 16,181	$ (38,716)
Amortization of net actuarial loss	(5,461)	-	(4,793)	(533)
Amortization of prior service cost	(1,422)	(212)	(1,422)	(212)
	$ (11,351)	$ (4,411)	$ 9,966	$ (39,461)

Items not yet recognized as a component of net periodic benefit cost as of September 30, 2021 and 2020 consisted of:

	2021		2020	
	Retirement Provisions	Other Postretirement Benefits	Retirement Provisions	Other Postretirement Benefits
Unrecognized actuarial loss	$ 102,911	$ 4,117	$ 112,839	$ 8,316
Unrecognized prior service cost	11,190	1,286	12,613	1,498
	$ 114,101	$ 5,403	$ 125,452	$ 9,814

The estimated net actuarial loss and prior service cost for the defined benefit pension plan that will be amortized from net assets without donor restrictions into the net periodic benefit cost during the next fiscal year are $4,843 and $1,422, respectively. The estimated net actuarial loss and prior service cost for the postretirement benefit plan that will be amortized from net assets without donor restrictions into the net periodic benefit cost during the next fiscal year are $0 and $212, respectively.

The weighted-average rates used in the measurement of the benefit obligations as of September 30, 2021 and 2020, were as follows:

	2021		2020	
	Retirement Provisions	Other Postretirement Benefits	Retirement Provisions	Other Postretirement Benefits
Discount rate	3.05%	3.23%	2.85%	3.04%
Rate of compensation increase	2.50%	N/A	2.50%	N/A
Expected rate of return on plan assets	N/A	N/A	N/A	N/A

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Other actuarial assumptions used as of September 30, 2021 and 2020, were as follows:

	2021	2020
Initial healthcare cost trend rate:		
Pre-65	6.19%	6.66%
Post-65	6.46%	7.11%
Ultimate healthcare cost trend rate:		
Pre-65	4.50%	4.50%
Post-65	4.50%	4.50%
Year ultimate healthcare cost trend rate is achieved	2031	2028

The weighted-average rates used in the measurement of the net periodic benefit cost for the years ended September 30, 2021 and 2020, were as follows:

	2021		2020	
	Retirement Provisions	Other Postretirement Benefits	Retirement Provisions	Other Postretirement Benefits
Discount rate	2.85%	3.04%	3.24%	3.34%
Rate of compensation increase	2.50%	N/A	2.50%	N/A

Other actuarial assumptions used for the years ended September 30, 2021 and 2020, were as follows:

	2021	2020
Initial healthcare cost trend rate:		
Pre-65	6.66%	7.02%
Post-65	7.11%	7.52%
Ultimate healthcare cost trend rate:		
Pre-65	4.50%	4.50%
Post-65	4.50%	4.50%
Year ultimate healthcare cost trend rate is achieved	2028	2028

For the years ended September 30, 2021 and 2020, the effect of a 1% change in the healthcare cost trend rate were as follows:

	2021		2020	
	1% Increase	1% Decrease	1% Increase	1% Decrease
Effect on net periodic benefit cost	$ 6,489	$ (4,812)	$ 6,200	$ (4,587)
Effect on accumulated benefit obligation	72,576	(56,854)	72,672	(56,697)

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

The estimated future benefit payments as of September 30, 2021, were projected to be as follows:

Fiscal Year	Retirement Provisions	Other Postretirement Benefits
2022	$ 14,365	$ 11,102
2023	15,747	11,567
2024	16,456	12,100
2025	19,288	12,736
2026	17,794	13,689
2027 - 2031	106,439	80,736

Because the plans are unfunded, the estimated future benefit payments also represent the expected contributions to the plans for that year.

NOTE 8 - ESTIMATED LIABILITY FOR SELF-INSURANCE CLAIMS

Officers and employees of the Eastern Territory are provided health benefits under a self-insured program which is administered by a third-party claims administrator. The employee medical plan is funded by employee contributions and annual assessments to all centers of operations.

The Eastern Territory also maintains self-insurance programs for general liability, automobile, workers' compensation, and property coverage. The programs are administered by the Eastern Territory Headquarters and are intended to provide coverage for claims arising in all centers of operations. Funding for these programs is obtained through assessments to all centers of operations for each line of coverage and through earnings on designated assets held to pay claims. Assets designated by the Eastern Territory's Board of Trustees for insurance programs amounted to $62,203 and $59,296 at September 30, 2021 and 2020, respectively, and were included in board-designated net assets. These assets may be reallocated for other purposes at any time by the Eastern Territory's Board of Trustees.

Liabilities for self-insurance claims have been developed based on an actuarial model based on historical claims and industry experience. As of September 30, 2021 and 2020, the actuarially determined liabilities consisted of the following:

	2021		
	Case Reserve	Incurred But Not Reported	Total
Officer and employee medical plans	$ 124	$ 6,665	$ 6,789
General liability, automobile, workers' compensation and property coverage	25,622	26,843	52,465
Total liability for self-insurance claims	$ 25,746	$ 33,508	$ 59,254

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

	2020		
	Case Reserve	Incurred But Not Reported	Total
Officer and employee medical plans	$ 312	$ 7,190	$ 7,502
General liability, automobile, workers' compensation and property coverage	26,675	28,018	54,693
Total liability for self-insurance claims	$ 26,987	$ 35,208	$ 62,195

NOTE 9 - MORTGAGES AND NOTES PAYABLE

Notes Payable

On August 16, 2007, the Eastern Territory issued an offering memorandum for the sale and issuance of up to $400,000 of Taxable Commercial Paper Notes (the "Notes") for the purpose of real estate acquisitions and facilities construction. The Notes were split into two Series, the Series 2007A Notes and the Series 2007B Notes, and were purchased or the sale arranged by JPMorgan Chase Securities, Inc. ("JPMorgan") and Merrill Lynch & Co. Inc. ("Merrill Lynch"), respectively, the dealers in the transactions. The Series 2007A Notes were sold at a discount with the face amount payable at maturity and the Series 2007B Notes were offered at both a discount and at par with the face amount payable at maturity and both series are interest bearing. The Notes carry maximum maturities of 270 days and may be issued in denominations of $100 or in integral multiples of $1 in excess of $100. The Notes are unsecured general obligations of the Eastern Territory. Deutsche Bank Trust Company Americas was the issuing and paying agent.

On August 22, 2007, $100,000 of Series 2007A Notes and $60,000 of Series 2007B Notes were issued. On September 11, 2008, an additional $35,000 of Series 2007A Notes and $40,000 of Series 2007B Notes were issued. On October 15, 2009, an additional $50,000 of Series 2007A Notes was issued. On October 9, 2010, the Eastern Territory issued an additional $35,000 of Series 2007A Notes and $25,000 of Series 2007B Notes. Deutsche Bank Trust Company Americas was the issuing and paying agent. On August 13, 2013, U.S. Bank Global Corporate Trust Services became the issuing and paying agent.

On November 29, 2011, the Eastern Territory entered a credit agreement with U.S. Bank for two term loans in accordance with its long-term financing strategy. The first term loan ("Term Loan A") of $45,000 with a repayment term of 54 months was due and payable in full on December 1, 2019. On February 6, 2019, the Term Loan A credit agreement was amended to extend the loan maturity date to July 1, 2022. Proceeds were used to pay down $45,000 of Series 2007B Notes issued in 2007. The second term loan ("Term Loan B") of $55,000 with a repayment term of 10 years is due and payable in full on November 29, 2021. On November 23, 2021, the Term Loan B credit agreement was amended to extend the loan maturity date to November 29, 2022. The loans bear interest daily at a per annum rate equal to one-month LIBOR plus the applicable margin, which amount to 0.40% (0.50% prior to December 28, 2018) and 0.80% for Term Loan A and Term Loan B, respectively. At September 30, 2021 and 2020, the Eastern Territory had a combined principal balance outstanding of $100,000 for Term Loans A and B. Term Loans A and B are unsecured general obligations of the Eastern Territory. The interest rates on Term Loans A and B were 0.486% and 0.886%, respectively, at September 30, 2021 and 0.557% and 0.957%, respectively, at September 30, 2020.

On May 24, 2012, the Eastern Territory entered into a credit agreement with TD Bank for a term loan in accordance with its long-term financing strategy. The term loan ("TD Term Loan") of $100,000 with a repayment term of 10 years is due and payable in full on May 24, 2022. Proceeds were used to retire $20,000 of Series 2007A Notes issued in 2007 and $50,000 of Series 2007B Notes issued in 2007 and

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

2008. On June 5, 2012, $14,000 of Series 2007B Notes issued in 2008 and 2010 were paid down and not reissued and on July 6, 2012, an additional $16,000 of Series 2007B Notes issued in 2008 and 2010 were paid down and not reissued. The loan bears interest daily at a per annum rate equal to one-month LIBOR plus an applicable margin of 1.0%. At September 30, 2021 and 2020, the Eastern Territory had a principal balance outstanding of $100,000. The interest rate on the TD Term Loan was 1.086% and 1.155% at September 30, 2021 and 2020, respectively.

On February 17, 2016, the Eastern Territory issued a Supplement to the Offering Memorandum dated April 16, 2015 (the "Supplement"). As set forth in the Supplement, the Eastern Territory reduced the principal amount of the Series 2007A Notes to $100,000, and issued a new series of commercial paper notes in an amount up to $100,000, which was denoted as Taxable Commercial Paper Notes, Series 2016A. J.P. Morgan Securities LLC, the dealer with respect to the 2007A Notes, serves as dealer with respect to the Series 2016A Notes. JPMorgan Chase Bank, N.A. provided $100,000 of liquidity for the payment of maturing principal of the Series 2016A Notes pursuant to the terms of a Revolving Loan Agreement. The Series 2016A Notes carry maximum maturities of 270 days and may be issued in denominations of $100 or in integral multiples of $1 in excess of $100. The Series 2016A Notes are unsecured general obligations of the Eastern Territory. U.S. Bank National Association is the issuing and paying agent.

As of September 30, 2021 and 2020, the Eastern Territory had a principal balance outstanding of $199,903, net of discount $97, and a principal balance of $199,842, net of discount of $158, respectively, for Series 2007A and Series 2016A Notes. During fiscal years 2021 and 2020, interest rates on the Series 2007A and Series 2016A Notes ranged from 0.08% to 0.29% and 0.24% to 1.90%, respectively.

Total interest expense related to the long-term financing strategy for the years ended September 30, 2021 and 2020 was $19,245 and $19,255, respectively. Included in this amount are net payments to counterparties related to interest rate swap agreements (see Note 10) of $16,855 and $12,464 for the years ended September 30, 2021 and 2020, respectively.

Mortgages Payable

United States Department of Housing and Urban Development

The Eastern Territory is obligated under various mortgages payable, which represent liabilities to the United States Department of Housing and Urban Development ("HUD") related to the purchase of land and construction of buildings for senior citizens' residences as well as for transitional and emergency shelter programs.

Funding from HUD has been in the form of mortgage notes and capital advances, some of which bear interest expense and for which repayment is not required as long as the Eastern Territory operates the programs stipulated by HUD. At the end of a 40-year period, the mortgage notes and capital advances payable to HUD are to be forgiven by HUD assuming that terms of the agreement are satisfied. Mortgages payable and capital advances in the amount of $39,568 as of September 30, 2021 and 2020, have been included in mortgages and notes payable in the accompanying consolidated statements of financial position. All HUD mortgages and capital advances are collateralized by the related underlying assets.

One HUD mortgage, which requires principal and interest payments, is financed with a third-party financial institution. At September 30, 2021 and 2020, the amounts outstanding were $5,356 and $5,447, respectively, with interest payable at 5.4% per annum. The financing is collateralized by the related underlying assets.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Other Mortgages Payable

The Eastern Territory has multiple mortgages payable outstanding with a New York State agency. These mortgages require no current principal or interest payment and have maturities through fiscal year 2035. Repayment is not required unless the Eastern Territory discontinues the related program or sells the underlying assets. At September 30, 2021 and 2020, amounts outstanding totaled $2,611.

The Eastern Territory has multiple mortgages payable outstanding with an Ohio State agency. These mortgages require no current principal or interest payment and are reduced by 10% per year over a ten-year period with maturities through fiscal year 2029. Repayment is not required unless the Eastern Territory discontinues the related program or sells the underlying assets. At September 30, 2021 and 2020, amounts outstanding totaled $938 and $1,057, respectively.

At September 30, 2021 and 2020, the Eastern Territory had multiple mortgages payable outstanding aggregating $8,157 and $8,130, respectively, inclusive of accrued interest payable of $1,331 and $1,225, respectively, with interest payable at rates varying from 0.00% to 5.61% per annum with maturities through fiscal year 2047. These mortgages are collateralized by the related underlying assets.

Future principal payments on notes and mortgages payable noted above as of September 30, 2021 are as follows:

Fiscal Year	
2022	$ 345,096
2023	55,101
2024	107
2025	113
2026	119
Thereafter	12,977
	413,513
Mortgages not requiring repayment	43,117
Discount on commercial paper	(97)
Total	$ 456,533

Line of Credit and Other Credit Facilities

Effective July 31, 2021, the Eastern Territory reduced its unsecured master line of credit (the "Master LOC") available from Bank of America from $100,000 to $75,000. Amounts drawn down from the Master LOC bear interest at one-month LIBOR plus 0.50% and are payable on or before July 31, 2022. At September 30, 2021, the Eastern Territory had no amounts outstanding on the Master LOC, but has issued letters of credit on the Master LOC totaling $1,045. At September 30, 2020, the Eastern Territory had $15,522 outstanding on the Master LOC, (0.655% at September 30, 2020) and issued letters of credit on the Master LOC totaling $1,045 (see Note 19).

On October 20, 2020, the Eastern Territory entered into a $50,000 unsecured line of credit agreement with TD Bank to provide liquidity support. Amounts drawn down from the line of credit bear interest at one-month LIBOR plus an applicable spread and is payable on or before October 19, 2021. At September 30, 2021, the Eastern Territory had no amounts outstanding on the line of credit. The credit facility was not renewed upon maturity.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

On April 5, 2018, the Eastern Territory entered into a $35 million unsecured credit facility agreement with U.S. Bank National Association to provide bridge financing for a capital project. Amounts drawn from the credit facility will bear interest at a rate equal to the bank cost of funds rate plus a margin (0.23% per annum) as determined on the date of each loan. Interest on outstanding amounts are payable monthly with full repayment of principal due on April 4, 2021. In August 2020, the entire outstanding balance of $29,600 was paid in full and no further amounts were withdrawn from the credit facility through the maturity date.

Debt Covenants

The terms of the term loans and line of credit agreements contain requirements for maintaining certain financial and non-financial covenants. The Eastern Territory was in compliance with all applicable covenants at September 30, 2021 and 2020.

New Markets Tax Credits

During fiscal years 2014 and 2015, the Eastern Territory entered into three (3) New Markets Tax Credit ("NMTC") transactions for the benefit of the Camden Kroc Center. Through those transactions, the Eastern Territory issued leveraged loans receivables of $12,663 to two investment funds in fiscal 2014 ("Camden 1" and "Camden 2") and $7,054 to one investment fund in fiscal 2015 ("Camden 3"), due in 2044 and 2045, respectively, with interest payments only on the loans until 2021 and 2022, respectively. The loans bear an interest rate of 1% and are unsecured. As of September 30, 2021 and 2020, amounts due to the Eastern Territory totaled $7,054 and $19,717, respectively, and are included in notes receivable on the accompanying consolidated statements of financial position.

In connection with the Camden NMTC transactions, the Eastern Territory obtained loans payable for $17,641 and $9,800 for the Camden Kroc Center during the years ended September 30, 2014 and 2015, respectively, maturing in 2044 and 2045, respectively. The loans bear interest rates that range between 0.71% and 1.15%. Interest-only payments are required until maturity upon which time the entire principal balance will become due. As of September 30, 2021 and 2020, amounts payable by the Eastern Territory totaled $9,800 and $27,441, respectively, and are included in mortgages and notes payable on the accompanying consolidated statements of financial position.

At the closing of each of the Camden NMTC transactions, the Eastern Territory and the investor executed put and call option agreements that would grant the respective investor the right and option to cause the Eastern Territory to purchase (within three months after the seven-year compliance period) the investor's membership interests in the fund (i.e., the "put") for a predetermined purchase price of approximately $1. If the investor does not elect to put its interests to the Eastern Territory beyond the end of month 87, the Eastern Territory will have the right to call its purchase right in the fund for the current fair market value.

On June 11, 2021, the Camden 1 investor exercised their put option to sell their membership interest in the fund at the end of the seven year compliance period and unwound the deal. The unwind of the Camden 1 NMTC deal occurred on June 21, 2021, and resulted in the extinguishment of the related loans receivable of $6,946 and loans payable of $9,800. The net gain of $2,854 is included as part of other revenue in the accompanying 2021 consolidated statement of activities.

On August 16, 2021, the Camden 2 investor exercised their put option to sell their membership interest in the fund at the end of the seven year compliance period and unwound the deal. The unwind of the Camden 2 NMTC deal occurred on September 13, 2021, and resulted in the extinguishment of the related loans receivable of $5,717 and loans payable of $7,841. The net gain of $2,124 is included as part of other revenue in the accompanying 2021 consolidated statement of activities.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

On February 23, 2022, the Camden 3 investor exercised their put option to sell their membership interest in the fund at the end of the seven year compliance period and unwound the deal. The unwind of the Camden 3 NMTC deal occurred on February 23, 2022, and resulted in the extinguishment of the related loans receivable of $7,054 and loans payable of $9,800. The net gain of $2,746 will be recognized by the Eastern Territory in fiscal year 2022.

During fiscal year 2016, the Eastern Territory entered into a NMTC transaction for the benefit of the Greater Cleveland Area Services ("GCAS"). Through this transaction, the Eastern Territory issued a leveraged loan receivable for $11,508 to an investment fund due in 2045. The loan bears an interest rate of 1.15%. Interest-only payments are required until 2022 and the loan is unsecured. As of September 30, 2021 and 2020, amounts due to the Eastern Territory totaled $11,508 and are included in notes receivable on the accompanying consolidated statements of financial position.

In connection with the GCAS NMTC transaction, the Eastern Territory obtained three loans payable totaling $17,435 for the GCAS. The loans bear an interest rate of 1%. Interest-only payments are required until maturity in 2045. As of September 30, 2021 and 2020, amounts payable by the Eastern Territory totaled $17,435 and are included in mortgages and notes payable on the accompanying consolidated statements of financial position.

During fiscal year 2018, the Eastern Territory entered into a NMTC transaction for the benefit of the Harrisburg Corps ("Harrisburg"). Through this transaction, the Eastern Territory issued a leveraged loan receivable for $6,802 to an investment fund due in 2040. The loan bears an interest rate of 1%. Interest-only payments are required until 2025 and the loan is unsecured. As of September 30, 2021 and 2020, amounts due to the Eastern Territory totaled $6,802 and are included in notes receivable on the accompanying consolidated statements of financial position.

In connection with the Harrisburg NMTC transaction, the Eastern Territory obtained two loans payable totaling $9,700 for Harrisburg. The loans bear an interest rate of 1.52%. Interest-only payments are required until maturity in 2048. As of September 30, 2021 and 2020, amounts payable by the Eastern Territory totaled $9,700 and are included in mortgages and notes payable on the accompanying consolidated statements of financial position.

At the closing of the GCAS and Harrisburg NMTC transactions, the Eastern Territory and the investor executed put and call option agreements that would grant the respective investor the right and option to cause the Eastern Territory to purchase (within three months after the seven-year compliance period) the investor's membership interests in the fund (i.e., the "put") for a predetermined purchase price of approximately $1. If the investor does not elect to put its interests to the Eastern Territory beyond the end of month 87, the Eastern Territory will have the right to call its purchase right in the fund for the current fair market value.

Other Financing Obligation

On October 16, 2015, the Eastern Territory entered into a sale of property in New York City for $108,750, in exchange for cash proceeds of $70,000 and a purchase money mortgage note of $38,750. The principal amount is due on its maturity date of December 31, 2050, unless terminated earlier upon agreement of both parties to certain terms and conditions. Interest is payable monthly at 6% per annum. The Eastern Territory simultaneously entered into a lease for the premises, expiring no later than October 15, 2045, with an annual base rent of $2,325, subject to the same termination conditions included in the purchase money mortgage. The lease also requires payment of property taxes and certain utilities and maintenance expenses. This sale-leaseback transaction did not qualify for sale-leaseback accounting due to the Eastern Territory's continuing involvement and as a result, the transaction was accounted for by the Eastern Territory using the financing method. Under the financing method, the Eastern Territory did not recognize

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

any profit, did not record the note receivable and continued to report the property on its consolidated statements of financial position.

During fiscal year 2020, the termination conditions stipulated in the purchase money mortgage and lease were met by the Eastern Territory which accelerated the maturity date of the purchase money mortgage note. In July 2020, the Eastern Territory received $41,200 from the buyer for repayment of the purchase money mortgage note of $38,750, reimbursement of shared occupancy costs of $525 and payment of accrued interest of $1,925. The Eastern Territory recognized the sale of property in fiscal 2020 that resulted in a gain of approximately $97,000 that is recorded within gain on sale/disposition of land, buildings and equipment in the accompanying 2020 consolidated statement of activities. In conjunction with the sale of the property, the net book value of the property and the net financing obligation are no longer included as part of land, buildings and equipment, net, and other liabilities in the accompanying 2020 consolidated statement of financial position.

NOTE 10 - INTEREST RATE SWAPS

Concurrent with the issuance of the Notes, the Eastern Territory entered into a total of six interest rate swap agreements with notional amounts totaling $345,000 in order to hedge its interest rate risk on the Notes whereby the Eastern Territory agreed to pay a counterparty a fixed rate and the counterparty agreed to pay the Eastern Territory a variable interest rate intended to approximate the variable rate equal to 30-Day LIBOR (0.080% at September 30, 2021 and 0.148% at September 30, 2020) on the Eastern Territory's Commercial Paper and Term Loans. The interest rate swap agreements issued concurrently with the issuance of the Notes in fiscal years 2007 through 2011 were maintained to hedge interest rate risk on the 2007A Notes and 2016A Notes.

Concurrent with the issuance of Term Loan B, the Eastern Territory has entered into an interest rate swap transaction with U.S. Bank in the notional amount of $55,000, wherein the Eastern Territory agreed to pay U.S. Bank a fixed rate of interest equal to 2.149% of the notional amount and receive from U.S. Bank an interest payment equal to 30-Day LIBOR (0.080% at September 30, 2021 and 0.148% at September 30, 2020). The interest rate swap agreement issued concurrently with the 2007 Series B Notes was maintained to hedge interest rate risk on Term Loan A.

The summary of the Eastern Territory's interest rate swap agreements as of September 30, 2021 and 2020 are as follows:

Counterparty	Notional Amount	Eastern Territory Fixed Rate	Expiration	Counterparty Interest Rate
JPMorgan	$ 100,000	5.615%	June 1, 2040	30-Day LIBOR
Bank of America	60,000	5.615%	June 1, 2040	30-Day LIBOR
JPMorgan	40,000	4.576%	June 1, 2040	30-Day LIBOR
Merrill Lynch	35,000	4.576%	June 1, 2040	30-Day LIBOR
U.S. Bank	50,000	3.960%	June 1, 2024	30-Day LIBOR
U.S. Bank	60,000	2.975%	June 1, 2024	30-Day LIBOR
U.S. Bank	55,000	2.149%	November 1, 2021	30-Day LIBOR
	$ 400,000			

On November 1, 2021, the $55,000 interest rate swap agreement with U.S. Bank expired.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

The Eastern Territory accounts for its interest rate swap agreements in accordance with ASC Topic 815, *Accounting for Derivative Instruments and Hedging Activities*. Fair values of interest rate swap agreements are the estimated amounts that the Eastern Territory would have received or paid, including accrued interest, to terminate the agreements on the date of the consolidated statement of financial position. The estimated fair values of the agreements are recorded as assets or liabilities within the consolidated statements of financial position. Changes in the estimated fair values are recorded in the consolidated statements of activities.

Amounts included within the consolidated financial statements as of September 30, 2021 and 2020 are as follows:

Counterparty	Fair Value as of September 30, 2021	Fair Value as of September 30, 2020	Consolidated Statement of Financial Position Location	Change in Fair Value for the Year Ended September 30, 2021	Change in Fair Value for the Year Ended September 30, 2020	Consolidated Statement of Activities Location
JPMorgan	$ 63,145	$ 79,117		$ 15,972	$ (13,996)	
Bank of America	37,887	47,470		9,583	(8,397)	
JPMorgan	18,684	24,700		6,016	(5,351)	
Merrill Lynch	16,396	21,612		5,216	(4,681)	
U.S. Bank	4,660	7,057		2,397	(1,253)	
U.S. Bank	4,025	6,270		2,245	(1,987)	
U.S. Bank	189	1,286		1,097	(544)	
	$ 144,986	$ 187,512	Interest rate swaps	$ 42,526	$ (36,209)	Change in fair value of interest rate swaps

NOTE 11 - CONDITIONAL ASSET RETIREMENT OBLIGATIONS

The Eastern Territory is required to recognize a conditional asset retirement obligation ("CARO") related to the cost associated with the eventual remediation and abatement of asbestos and other environmental hazards contained within its physical plant. The cost of the abatement was based upon a consultant's estimate which specializes in such abatements. At September 30, 2021 and 2020, the CARO was $68,870 and $67,416, respectively. Land, buildings and equipment included capitalized conditional asset retirement obligations at a cost of $13,810 and accumulated depreciation of $13,810 at September 30, 2021 and 2020. For the years ended September 30, 2021 and 2020, the Eastern Territory recorded accretion expense of $1,968 and $1,929, respectively. During fiscal years 2021 and 2020, the remediation costs amounted to $514 and $559, respectively, and were recorded as a reduction to the CARO.

NOTE 12 - ENDOWMENTS

The Eastern Territory's endowment consists of approximately one thousand four hundred individual funds established for a variety of purposes. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Interpretation of Relevant Law

The Eastern Territory is subject to the New York Prudent Management of Institutional Funds Act ("NYPMIFA"), as enacted by the State of New York and thus, classifies earnings in its donor-restricted endowment funds as net assets with donor restrictions because those net assets are time restricted until the Board of Trustees appropriates such amounts for expenditure. Most of those net assets are also subject to purpose restrictions that must be met before reclassifying those net assets to net assets without donor restrictions. The Board of Trustees has interpreted NYPMIFA as not requiring the maintenance or purchasing power of the original gift amount contributed to the endowment fund, unless explicit donor restrictions to the contrary. As a result of this interpretation, when reviewing its donor-restricted endowment funds, the Eastern Territory considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gifts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The Eastern Territory has interpreted NYPMIFA to permit spending from underwater funds in accordance with prudent measures required under the law. Additionally, in accordance with NYPMIFA, the Board of Trustees considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- The duration and preservation of the fund
- The purpose of the Eastern Territory and the donor-restricted endowment fund
- General economic conditions
- The possible effects of inflation and deflation
- The expected total return from income and the appreciation of investments
- Other resources of the Eastern Territory
- The investment policies of the Eastern Territory

Spending Policy

The Eastern Territory has a policy of making available for distribution each year 5% of its endowment fund's average fair value over the prior 20 quarters, excluding the immediately preceding quarter, unless otherwise directed by the donor. In establishing this policy, the Eastern Territory considered the long-term expected return on its endowment. Accordingly, over the long-term, the Eastern Territory expects the current spending policy to allow its endowment to grow at an average real rate of return greater than inflation. This is consistent with the Eastern Territory's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term, as well as to provide additional real growth through new gifts and investment return.

Return Objectives and Risk Parameters

The Eastern Territory has adopted investment policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets are those assets of donor-restricted funds that the Eastern Territory must hold in perpetuity or for donor-specified periods as well as board-designated funds. Under this policy, as approved by the Board of Trustees, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of appropriate benchmarks without putting the assets at imprudent risk.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Strategies Employed for Achieving Objectives

To satisfy its long-term objectives, the Eastern Territory relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Eastern Territory targets a diversified asset allocation to achieve its long-term return objectives within prudent risk constraints.

Underwater Endowment Funds

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that donors or NYPMIFA requires the Eastern Territory to retain as a fund of perpetual duration.

Deficiencies of this nature exist in donor-restricted endowment funds, which together have an original gift value of $66, a current fair value of $65, and a deficiency of $1 as of September 30, 2021. Deficiencies of this nature exist in donor-restricted endowment funds, which together have an original gift value of $7,669, a current fair value of $7,493, and a deficiency of $176 as of September 30, 2020. These deficiencies resulted from unfavorable market fluctuations that occurred after the investment of new contributions for donor-restricted endowment funds and continued appropriations for certain programs that were deemed prudent by the Board of Trustees.

Endowment Net Asset Composition by Type of Fund

The following table summarizes endowment net asset composition by type of fund as of September 30, 2021 and 2020:

	2021		
	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment funds	$ 107,475	$ -	$ 107,475
Donor-restricted endowment funds			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity	-	441,976	441,976
Accumulated investment gains			
Without purpose restrictions	-	42,111	42,111
With purpose restrictions	-	398,392	398,392
	-	440,503	440,503
Total endowment funds	$ 107,475	$ 882,479	$ 989,954

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

	2020		
	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment funds	$ 122,002	$ -	$ 122,002
Donor-restricted endowment funds			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity	-	439,544	439,544
Accumulated investment gains			
Without purpose restrictions	-	28,312	28,312
With purpose restrictions	-	237,802	237,802
	-	266,114	266,114
Total endowment funds	$ 122,002	$ 705,658	$ 827,660

The following table summarizes changes in endowment net assets for fiscal years 2021 and 2020.

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, September 30, 2019	$ 214,531	$ 694,780	$ 909,311
Contributions and bequests	-	3,248	3,248
Designated by Board	14,385	-	14,385
Re-designated by Board for other purposes	(79,685)	-	(79,685)
Appropriation of endowment assets for expenditure	(37,144)	(34,928)	(72,072)
Investment return, net	9,915	42,558	52,473
Endowment net assets, September 30, 2020	122,002	705,658	827,660
Contributions and bequests	-	2,432	2,432
Designated by Board	24,166	-	24,166
Re-designated by Board for other purposes	(2,985)	-	(2,985)
Appropriation of endowment assets for expenditure	(37,936)	(35,584)	(73,520)
Investment return, net	2,228	209,973	212,201
Endowment net assets, September 30, 2021	$ 107,475	$ 882,479	$ 989,954

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

NOTE 13 - NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are restricted for the following purposes or periods at September 30, 2021 and 2020:

	2021	2020
Subject to expenditure for specified purpose or future period, including accumulated earnings on endowment assets:		
Character building/social programs	$ 521,273	$ 342,337
Assets of trusts administered by the Eastern Territory	15,766	12,834
Beneficial interest in trusts held by others	20,557	20,106
Building/capital purposes	20,156	24,295
Camp and recreational activities	24,345	15,892
Disaster relief services	15,035	18,944
Pledges, legacies and bequests to be paid in future periods	1,547	3,585
Total subject to expenditure for specified purpose or future period	618,679	437,993
Endowments subject to spending policy and appropriation		
Amounts held in perpetuity, for which earnings may be appropriated to support:		
Character building/social programs	412,832	411,017
Building/capital purposes	3,284	3,284
Camp and recreational activities	24,220	23,838
Disaster relief services	1,640	1,405
Total endowments subject to spending policy and appropriation	441,976	439,544
Amounts held in perpetuity not subject to appropriation or expenditure:		
Assets of trusts administered by the Eastern Territory	3,629	1,217
Beneficial interest in trusts held by others	250,106	215,553
Pledges, legacies and bequests to be paid in future periods	502	316
Total not subject to appropriation or expenditure	254,237	217,086
Total net assets with donor restrictions	$ 1,314,892	$ 1,094,623

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

NOTE 14 - NET ASSETS WITHOUT DONOR RESTRICTIONS

Net assets without donor restrictions is comprised of undesignated and Board-designated amounts for the following purposes at September 30, 2021 and 2020:

	2021	2020
General operating	$ 114,843	$ 66,624
Board-designated		
Officer retirement and healthcare	(663,411)	(648,734)
Insurance programs	2,949	(2,899)
Split-interest agreements	28,181	25,782
Building/capital purposes	357,504	358,320
Other	643,151	286,269
	368,374	18,738
Land, buildings and equipment	1,084,544	1,092,397
	$ 1,567,761	$ 1,177,759

NOTE 15 - NET ASSETS RELEASED FROM RESTRICTIONS

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes and/or by occurrence of other events specified by the donors for the years ended September 30, 2021 and 2020:

	2021	2020
Purpose restriction accomplished:		
Character building/social programs	$ 31,741	$ 35,138
Building/capital purposes	6,523	5,419
Camp and recreational activities	2,076	1,858
Disaster relief services	10,041	16,571
	50,381	58,986
Time restrictions expired	12,232	4,804
Total net assets released from restrictions	$ 62,613	$ 63,790

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

NOTE 16 - LIQUIDITY AND AVAILABILITY OF RESOURCES

The following reflects the Eastern Territory's financial assets as of September 30, 2021 and 2020, reduced by amounts not available for general use because of contractual or donor-imposed restrictions within one year of September 30, 2021 and 2020. Amounts not available include amounts set aside for long-term obligations that could be drawn upon if the Board of Trustees approves that action. However, amounts already appropriated from the donor-restricted endowment for general expenditure within one year of the consolidated statement of financial position date have not been subtracted as unavailable.

	2021	2020
Financial assets at September 30		
Cash and cash equivalents	$ 196,803	$ 174,629
Accounts receivable	29,545	29,206
Legacies and bequest receivable	21,065	24,007
Pledges receivable, net	964	1,396
Investments, at fair value	2,624,321	2,115,351
Total financial assets at September 30	2,872,698	2,344,589
Less those unavailable for general expenditures within one year, due to:		
Contractual or donor-imposed restrictions:		
Contractual restrictions	(25,668)	(27,728)
Subject to appropriation and satisfaction of purpose/time restrictions	(536,685)	(398,815)
Investments illiquid within one year	(687,176)	(406,914)
Pledges receivable collectible beyond one year	(177)	(653)
Board designations:		
Amounts set aside for long-term obligations	(422,973)	(440,989)
Financial assets available to meet cash needs for general expenditures within one year	$ 1,200,019	$ 1,069,490

The Eastern Territory is substantially supported by restricted contributions. Because a donor's restriction requires resources to be used in a particular manner or in a future period, the Eastern Territory must maintain sufficient resources to meet those responsibilities to its donors. Thus, financial assets may not be available for general expenditures within one year. As part of the Eastern Territory's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. In addition, the Eastern Territory invests cash in excess of daily requirements in short-term investments. In the event of an unanticipated liquidity need, the Eastern Territory could draw upon $75,000 of an available line of credit, less $1,045 for amounts previously withdrawn or issued as letters of credit as of September 30, 2021 (see Notes 9 and 19).

NOTE 17 - CONCENTRATION OF CREDIT RISK

Financial instruments which potentially subject the Eastern Territory to concentrations of credit risk consist primarily of cash and cash equivalents, receivables and investment securities. The Eastern Territory maintains its cash and cash equivalents with large financial institutions. At certain times, the Eastern Territory's cash account balances may exceed federally insured limits. However, the Eastern Territory has not experienced, nor does it anticipate, any losses with respect to such bank balances. Receivables are

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

due from a large number of government agencies, entities and individuals, thereby, diversifying the related concentration of credit risk. Investments are exposed to various risks, such as interest rate, market and credit risks. Due to the level of risk associated with investments, it is reasonably possible that changes in risk in the near term would materially affect the amounts reported in the consolidated statements of financial position. However, the Eastern Territory's investment portfolio is diversified with several investment managers in a variety of asset classes. The Eastern Territory regularly evaluates its depository arrangements and investments, including performance thereof.

NOTE 18 - LEASES

Lessee

The Eastern Territory has various lease agreements, principally for office space and thrift stores, The Eastern Territory determines if an arrangement is a lease or contains a lease at a contract's inception. A contract is determined to be or contain a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. In evaluating its contracts, the Eastern Territory separately identifies lease and non-lease components, such as common area and other maintenance costs. The Eastern Territory has elected the practical expedient to not separate lease and non-lease components. The Eastern Territory's lease agreements do not contain any residual value guarantees or material restrictive covenants.

Leases result in recognition of right-of-use ("ROU") assets and lease liabilities on the consolidated statements of financial position. ROU assets represent the right to use an underlying asset for the lease term. Lease liabilities represent the obligation to make lease payments arising from the lease, measured on a discounted basis. The Eastern Territory determines lease classification as operating or finance at the lease commencement date. ROU assets and lease liabilities for operating and finance leases are included in the consolidated statements of financial position and presented separately based on the classification of the underlying lease arrangement. At lease inception, the lease liability is measured at the present value of the lease payments over the lease term. The discount rate is based on the rate implicit within the lease. If this rate is unknown, the Eastern Territory has elected the practical expedient to use a risk-free rate for operating leases or the incremental borrowing rate using a period comparable with the lease term for finance leases. The lease term may include options to extend or terminate the lease that the Eastern Territory is reasonably certain to exercise.

The Eastern Territory has various lease agreements that do not exceed 12 months ("short-term leases"). The Eastern Territory has elected not to recognize ROU assets and lease liabilities for short-term leases and accordingly, they are excluded from the accompanying consolidated statements of financial position.

Components of lease expense for the year ended September 30, 2021 is summarized as follows:

	2021
Lease expenses*	
Finance lease cost – amortization of ROU asset	$ 47
Finance lease cost – Interest on lease liability	54
Operating lease cost	4,516
Short-term lease cost	5,158
Variable lease cost	286
Total lease expenses	$ 10,061

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

* Lease expense represents the amount recorded within the consolidated statement of activities. Variable lease amounts represent expenses recognized as incurred which are not included in lease liabilities. Operating lease expenses are recorded on a straight-line basis over the lease term and therefore are not necessarily representative of cash payments during the same period.

Supplemental quantitative information related to leases for the year ended September 30, 2021, was as follows:

Cash paid for amounts included in the measurement of lease obligations	
Operating cash flows from finance lease	$ 54
Financing cash flows from finance lease	3
Operating cash flows from operating leases	4,046
ROU assets obtained in exchange for new operating lease obligations	14,175
ROU assets obtained in exchange for new finance lease obligation	1,407
Weighted average remaining lease term (in years) - operating leases	3.3
Weighted average discount rate - operating leases	0.30%
Weighted average remaining lease term (in years) - finance lease	27.6
Weighted average discount rate - finance lease	3.84%

Minimum future lease payments under non-cancelable leases having remaining terms in excess of one year as of September 30, 2021, are as follows:

Years Ending September 30,	Operating	Finance
2022	$ 3,877	$ 58
2023	2,753	60
2024	2,192	62
2025	943	63
2026	494	65
Thereafter	63	2,131
Total minimum lease payments	10,322	2,439
Less: amounts representing interest	(59)	(1,035)
Present value of future minimum lease payments	$ 10,263	$ 1,404

Lessor – 99-Year Ground Lease

The Eastern Territory owns the land and building at 132 West 14th Street in New York City. In June 2021, the Eastern Territory entered into a 99-year ground lease with a developer that expires in 2120, for the land and building at that location. Under the terms of the lease agreement, annual base rent payments of $650 are due starting on the day immediately following the 3rd anniversary of the lease commencement ("Rent Commencement Date") and are payable to the Eastern Territory on a quarterly basis on the first day of each calendar quarter. Beginning in the 6th year of the lease, annual base rent will increase 3% and remain fixed for the immediate five-year period (i.e. through the 10th year of the lease). At the conclusion of the 10th year and for each successive five-year period thereafter, annual base rent will increase 3% until the end of the lease term.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

However, the lease agreement provides for an annual base rent reset at the following dates:

- At the commencement of the 33rd year of the lease, annual base rent will be adjusted by increasing the amount of base rent due in that year by the lower of (a) base rent due multiplied by 102% or (b) base rent by the average annual increase in the Consumer Price Index for each year commencing from the 1st year of the lease through the 32nd year of the lease.

- At the commencement of the 66th year of the lease, annual base rent will be adjusted by increasing the amount of base rent due in that year by the lower of (a) base rent due multiplied by 102% or (b) base rent by the average annual increase in the Consumer Price Index for each year commencing from the 33rd year of the lease through the 65th year of the lease.

Upon reset of annual base rent in years 33 and 66 of the lease, all remaining rent years within that specific five-year period will be adjusted to the new base rent calculation (e.g. years 34 and 35 will be adjusted to the reset rate from year 33). Each successive five-year period thereafter will be increased by 3%.

The lease agreement also provides for additional rent to be paid to the Eastern Territory at specified dates. The first up-front rent payment of $7,000 was received by the Eastern Territory in July 2021. The secondary up-front payment of $2,000 is due on Rent Commencement Date (June 2024) and the tertiary up-front payment of $2,000 is due on the day immediately following the 10th anniversary of the lease commencement date (June 2031).

In addition to base rent and additional rent, the lessee is responsible for all other costs and expenses relating to or arising out of the use, operation, and maintenance of the property inclusive of real estate taxes, assessments and other impositions. At all times, the lessee shall keep the building insured against loss or damage by fire or other casualty. If the property were to be damaged or destroyed, the lessee must repair, replace, restore or rebuild the structure to at least as valuable as the improvements prior to such casualty. Legal title to both the land and the building rests with the Eastern Territory and possession of the building, including tenant improvements, will revert to the Eastern Territory in 2120.

The 99-year ground lease transaction was accounted for by the Eastern Territory, as a lessor, as a sales-type lease. Accordingly, on lease commencement date, the Eastern Territory a) derecognized the net book value of land and building of $643, b) recognized a net investment in lease of $21,100, which consisted of (i) present value of lease payments not yet received by the lessor of $21,056 and (ii) present value of the unguaranteed residual asset of $44 and, c) recorded selling profit of $19,537, net of direct costs of $920, which is included within gain on sale/disposition of land, buildings and equipment in the accompanying 2021 consolidated statement of activities.

Components of net investment in lease as of September 30, 2021 includes the following:

Lease receivable	$	14,056
Unguaranteed residual asset		44
Net investment in lease	$	14,100

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Minimum future lease payments due to the Eastern Territory under the ground lease as of September 30, 2021, are as follows:

Years Ending September 30,	
2022	$ -
2023	-
2024	2,163
2025	650
2026	662
Thereafter	136,747
Total minimum lease payments	140,222
Less: amounts representing interest (6.28%)	(126,166)
Present value of future minimum lease payments	$ 14,056

NOTE 19 - COMMITMENTS AND CONTINGENCIES

Letters of Credit

As of September 30, 2021, the Eastern Territory has issued letters of credit totaling $22,486 primarily to insurance companies under various insurance programs. These letters of credit are collateralized by the Eastern Territory's cash and cash equivalents and renew automatically each year.

Legal Proceedings

The Eastern Territory, in the normal course of its operations, is or could become a party to various legal proceedings and complaints, the majority of which are covered by insurance. While it is not feasible to predict the ultimate outcomes of such matters, management is not aware of any claims or contingencies, which are not covered by insurance, that would have a material adverse effect on the consolidated financial position, changes in net assets and cash flows of the Eastern Territory.

Real Estate and Construction Commitments

The Board of Trustees of the Eastern Territory had future capital commitments of approximately $27,600 which was unspent as of September 30, 2021.

Government Grants and Contracts

The Eastern Territory receives grants and contracts from federal, state and local governments. Cost reimbursement grant programs, including those subject to independent audit under the Office of Management and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, may be reviewed by grantor agencies. These audits and reviews could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, management believes that any costs ultimately disallowed would not materially affect the Eastern Territory's consolidated financial position.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

NOTE 20 - RELATED PARTY TRANSACTIONS

For fiscal years 2021 and 2020, the Eastern Territory made payments for administrative services to The Salvation Army National Headquarters of $1,300 each year. In addition, for fiscal years 2021 and 2020, the Eastern Territory made payments to The Salvation Army International Headquarters of $6,524 and $6,427, respectively, for World Services and $4,890 and $5,707, respectively, for other mission grants and administrative services.

NOTE 21 - ACCOUNTING FOR INCOME TAXES

The Eastern Territory follows guidance that clarifies the accounting for uncertainty in tax positions taken or expected to be taken in a tax return, including issues relating to financial statement recognition and measurement. This guidance provides that the tax effects from an uncertain tax position can only be recognized in the consolidated financial statements if the position is "more-likely-than-not" to be sustained if the position were to be challenged by a taxing authority. The assessment of the tax position is based solely on the technical merits of the position, without regard to the likelihood that the tax position may be challenged.

The Eastern Territory has processes presently in place to ensure the maintenance of its tax-exempt status; to identify and report unrelated income; to determine its filing and tax obligations in jurisdictions for which it was nexus; and to identify and evaluate other matters that may be considered tax positions. The Eastern Territory has determined that as of September 30, 2021 and 2020, there are no material uncertain tax positions that require recognition or disclosure in the consolidated financial statements.

NOTE 22 - SUBSEQUENT EVENTS

The Eastern Territory evaluated its September 30, 2021 consolidated financial statements for subsequent events through February 28, 2022, the date the consolidated financial statements were issued. The Eastern Territory is not aware of any material subsequent events which would require recognition or disclosure in the accompanying consolidated financial statements, except as disclosed in Notes 9 and 10.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

THE SALVATION ARMY

Listing of Corporate Trustees and Officers

NAME/EMPLOYMENT	TITLE
Kenneth G. Hodder	Chairman Trustee
William A. Bamford III	President, Trustee
Philip J. Maxwell	Vice President, Trustee
Hubert S. Steele III	Treasurer, Trustee
Michelle L. Dressler	First Assistant Treasurer Trustee
Michael J. Southwick	Secretary
Richard D. Allen	Assistant Secretary – Legal
Thomas O. Henson	Second Assistant Treasurer
Charles S. Foster	Assistant Secretary – Property
Adolph M. Orlando	Second Assistant Secretary –Prope
Jae S. Im	Assistant Secretary – Finance
Ivan K. Rock	Trustee
Kathleen J. Steele	Trustee
Ruth A. Stonebumer	Trustee
G. Lorraine Bamford	Trustee
Deslee A. Maxwell	Trustee

As of 29 June 2022
(EXADPL)

[redacted]

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Jenny Connor-Belcourt, CRSW

[redacted]

Education

New Hampshire Technical Institute
Associate of Science – Addiction Counseling – 2010

Fullerton College, CA
Environmental Science - 1981

Occupational Licenses and Certificates

Certified Recovery Support Worker (No.0001) State of New Hampshire
Notary Public for the State of New Hampshire
New Hampshire Commercial Driver's License

Professional Experience

The Salvation Army McKenna House - 2010 to present
Shelter Director - June 2016 to present

- Program Development, Facilities Management, Fundraising, Staff Supervision, Fiscal Management & Planning, Community Relations, Development & Implementation of Procedures

Case Manager/Recovery Support Worker – November 2010 – April 2011 October 2012 - June 2016

- Bio/psycho/social assessments, develop rapport, work with residents to develop a case management plan toward gaining independence and transition into permanent housing, referrals, follow-up, maintaining updated records, group facilitator
- Work closely with Shelter Director and Shelter Supervisor to review case management plans of residents, team discussion of matters affecting the shelter overall (residents, building, policies, programs, etc.)

Phoenix House of New England – 2009 to 2012
Counselor/Director of IDIP

- Direct care to clients in residential treatment, facilitated educational and counseling groups, supervision of second shift staff
- Developed IDIP educational program with Phoenix House Franklin Center Director to comply with NH rules and statutes

Other Activities

- Compliance with maintaining CRSW with training and LADC Supervision requirements
- Attend City of Concord Steering Committee on Ending Homelessness
- Housing Action New Hampshire bi-weekly meetings
- Attend NH BHS Shelter Directors monthly meetings
- Attend BoS-CoC monthly meetings
- Studying Spanish as second language - since 2019

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Kellie Wszolek

Work Experience

Case Manager, Salvation Army Mckenna House, June 2021 to present

- Training in HMIS
- Finding clients' housing
- Signing clients up for benefits when needed

Community Integration Specialist, Fellowship Housing Opportunities, September 2020 to September 2022

Support Staff, Families in Transition/ New Horizons Shelter, April 2020 to August 2020

- Supervise participants attending the shelter
- Knowledge of Narcan
- Keeping participants safe

LNA/Geropsyche, Elliot Hospital, November 2017 to present

- Use of CPI, restraints, and reorientation of patients
- Always supervise patients
- Safety checks

LNA, Havenwood Heritage Heights, August 2001-2017

- Ambulate patients
- Notify nurse of all changes in care
- Input cares into the computer

LNA, Maple Leaf Health Center, June 2001-Aug 2001

- Received LNA license here
- ADLS of all residents
- Supervision in feeding

Education

Bachelors Sociology, Southern New Hampshire University, Manchester NH, September 2015 to July 2017

Volunteer Work, The Friendly Kitchen, April 2005 to March 2020

Licenses, December 14, 2020 to December 14, 2022 , 023968-24 is my license number

Certifications, CPI, June 2020 to June 2022

CPR

February 2020 to February 2022

Awards

LNA of the year 2007

The Salvation Army

McKenna House

100 S Fruit Street

Concord, NH 03001

Key Personnel Sheet

Jenny Connor-Belcourt	Director	$50,877	40%
Kelly Wszolek	Case Manager	$38,563	40%

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

15 mac

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 6, 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 amend existing contracts with the vendors listed below in bold, for the continued provision of the State Grant in Aid (SGIA) Homeless Assistance program, by exercising contract renewal options by increasing the total price limitation by $5,665,716 from $6,882,604 to $12,548,320 and by extending the completion dates from June 30, 2021 to June 30, 2023 effective upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Bridge House Shelters	**165288 - B001**	**Plymouth NH**	**$142,620**	**$122,348**	**$264,968**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**
Community Action Partnership of Strafford County	177200 - B004	Dover NH	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	$0	$0	$0	O: 06/19/19 (Item #40)
Concord Coalition to End Homelessness	**267140 - B001**	**Bow NH**	**$68,709**	**$117,236**	**$185,945**	**O: 06/19/19 (Item #40) A1: July 15, 2020 Item #20**
Cross Roads House	**166570 - B001**	**Portsmouth NH**	**766,784**	**$623,974**	**1,390,758**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Families In Transition, NH	167730 - B001	Manchester NH	$1,658,284	$1,284,654	$2,942,938	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Friends Program	154987 - B001	Concord NH	$174,710	$0.00	$174,710	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Helping Hands Outreach Center	174226 - R001	Manchester NH	$209,516	$195,756	$405,272	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Hundred Nights, Inc.	TBD	Keene NH	$220,854	$214,110	$434,964	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Lakes Region Community Developers	156571 - B001	Laconia NH	$88,761	$116,230	$204,991	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Marguerites Place	157465 - B001	Nashua NH	$186,836	$140,700	$327,536	O: 06/19/19 (Item #40) Item #40 A1: 07/15/20 (Item #20)
My Friend's Place	156274 - B001	Dover NH	$177,231	$128,466	$305,697	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Nashua Soup Kitchen & Shelter, Inc.	174173 - R001	Nashua NH	$284,806	$183,622	$468,328	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
New Generation	177295 - B001	Greenland NH	$162,400	$134,682	$296,982	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	$791,802	$887,024	$1,678,826	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Salvation Army Carey House, Laconia	**177627 - B001**	**Laconia NH**	**$200,062**	**$244,696**	**$444,758**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Salvation Army McKenna House, Concord, Eastern Territory	**177627 - B003**	**Concord NH**	**$312,915**	**$256,930**	**$569,845**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Seacoast Family Promise	**TBD**	**Exeter NH**	**$94,661**	**$85,644**	**$180,305**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Southern NH Services	177198 - B006	Manchester NH	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Southwestern Community Services	**177511 - R001**	**Keene NH**	**$527,563**	**$464,922**	**$992,485**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Front Door Agency	**156244 - B001**	**Nashua NH**	**$287,991**	**$269,166**	**$557,157**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Way Home, Inc.	**166673 - B001**	**Manchester NH**	**$140,656**	**$116,230**	**$256,886**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Tri-County CAP, Inc.	**177195 - B009**	**Berlin NH**	**$126,299**	**$79,526**	**$205,825**	**O: 07/10/19 Item #16 A1: 07/15/20 (Item #20)**
Waypoint	177166 - B002	Manchester NH	$252,556	$0.00	$252,556	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A1: 07/15/20 (Item #20)
		Total:	$6,882,604	$5,665,716	$12,548,320	

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Funds are anticipated to be available in State Fiscal Years 2022 and 2023 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue State Grant in Aid (SGIA) Homeless Assistance program .to ensure individuals and families experiencing housing instability receive the essential services and supports that include case management and emergency shelter services or case management services only.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will continue providing emergency shelter to individuals and families who are homeless. The Contractors will also continue providing case management services to individuals and families who are currently in shelters as well as individuals and families who are unsheltered in order to link them with housing services; other essential services; and provide ongoing case management. The case management services are personalized and based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services; assistance with applications for housing; assistance with applications for public assistance; referrals for healthcare, including mental health or substance use treatment; linkages to education, and employment supports.

The Contractors are monitored for performance through reports available from the Homeless Management Information System, which include information regarding:

- Length of time individuals remain homeless.
- The extent to which individuals who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

As referenced in Exhibits C-1 of the original contracts, 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 Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM
100% General Funds

Bridge House Shelters — Vendor # 1652 Vendor # 1652 Vendor # 1652

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Budget
2020	102/500731	Contracts for Program Services	TBD	$83,490	$0	$83,490
2021	102/500731	Contracts for Program Services	TBD	$59,130	$0	$59,130
2022	102/500732	Contracts for Program Services	TBD	$0	$61,174	$61,174
2023	102/500733	Contracts for Program Services	TBD	$0	$61,174	$61,174
		Sub Total		$142,620	$122,348	$264,968

Community Action Partnership of Strafford County — Vendor # 1772 Vendor # 177200 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2020	102/500731	Contracts for Program Services	TBD	$6,588	$0	$6,588
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0
		Sub Total		$6,588	$0	$6,588

Community Action Program, Belknap and Merrimack — Vendor # 1772 Vendor # 177203 - B003

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease)	Current Modified Budget
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0
		Sub Total		$0	$0	$0

Concord Coalition to End Homelessness — Vendor # 2671 Vendor # 267140 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease)	Current Modified Budget
2020	102/500731	Contracts for Program Services	TBD	$10,091	$0	$10,091
2021	102/500731	Contracts for Program Services	TBD	$58,618	$0	$58,618
2022	102/500732	Contracts for Program Services	TBD	$0	$58,618	$58,618
2023	102/500733	Contracts for Program Services	TBD	$0	$58,618	$58,618
		Sub Total		$68,709	$117,236	$185,945

Cross Roads House — Vendor # 1665 Vendor # 166570 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease)	Current Modified Budget
2020	102/500731	Contracts for Program Services	TBD	$465,221	$0	$465,221
2021	102/500731	Contracts for Program Services	TBD	$301,563	$0	$301,563
2022	102/500732	Contracts for Program Services	TBD	$0	$311,987	$311,987
2023	102/500733	Contracts for Program Services	TBD	$0	$311,987	$311,987

2023	102/500733	Contracts for Program Services	TBD	$311,987	$0	$311,987	(Item #20)
		Sub Total		$1,390,758	$0	$1,390,758	A2: 05/19/21 (Tabled Item #15)

FITNHNH, Inc. Vendor # 157730 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$1,037,418	$0	$1,037,418	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$620,866	$0	$620,866	
2022	102/500732	Contracts for Program Services	TBD	$642,327	$0	$642,327	
2023	102/500733	Contracts for Program Services	TBD	$642,327	$0	$642,327	
		Sub Total		$2,942,938	$0	$2,942,938	

Friends Program Vendor # 154987 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$88,971	$0	$88,971	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$88,702	$88,702	
2023	102/500733	Contracts for Program Services	TBD	$0	$88,702	$88,702	
		Sub Total		$174,710	$177,404	$352,114	

Helping Hands Outreach Center

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$114,908	$0	$114,908	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$94,608	$0	$94,608	
2022	102/500732	Contracts for Program Services	TBD	$97,878	$0	$97,878	
2023	102/500733	Contracts for Program Services	TBD	$97,878	$0	$97,878	
		Sub Total		$405,272	$0	$405,272	

Hundred Nights, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$117,376	$0	$117,376	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$103,478	$0	$103,478	
2022	102/500732	Contracts for Program Services	TBD	$107,055	$0	$107,055	
2023	102/500733	Contracts for Program Services	TBD	$107,055	$0	$107,055	
		Sub Total		$434,964	$0	$434,964	

Lakes Region Community Developers

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$32,587	$0	$32,587	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	

		Sub Total		$204,991	$0	$204,991	A2: 05/19/21 (Tabled Item #15)

Marquerites Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$118,536	$0	$118,536	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$68,300	$0	$68,300	
2022	102/500732	Contracts for Program Services	TBD	$70,350	$0	$70,350	
2023	102/500733	Contracts for Program Services	TBD	$70,350	$0	$70,350	
		Sub Total		$327,536	$0	$327,536	

My Friend's Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$115,144	$0	$115,144	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$62,087	$0	$62,087	
2022	102/500732	Contracts for Program Services	TBD	$64,233	$0	$64,233	
2023	102/500733	Contracts for Program Services	TBD	$64,233	$0	$64,233	
		Sub Total		$305,697	$0	$305,697	

Nashua Soup Kitchen & Shelter, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$196,111	$0	$196,111	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$88,695	$0	$88,695	
2022	102/500732	Contracts for Program Services	TBD	$91,761	$0	$91,761	
2023	102/500733	Contracts for Program Services	TBD	$91,761	$0	$91,761	
		Sub Total		$468,328	$0	$468,328	

Vendor # 177295 - B001

New Generation

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$97,357	$0	$97,357	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$65,043	$0	$65,043	
2022	102/500732	Contracts for Program Services	TBD	$67,291	$0	$67,291	
2023	102/500733	Contracts for Program Services	TBD	$67,291	$0	$67,291	
		Sub Total		$296,982	$0	$296,982	

NH Coalition Against Domestic and Sexual Violence

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$363,109	$0	$363,109	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$428,693	$0	$428,693	
2022	102/500732	Contracts for Program Services	TBD	$443,512	$0	$443,512	
2023	102/500733	Contracts for Program Services	TBD	$443,512	$0	$443,512	
		Sub Total		$1,678,826	$0	$1,678,826	

Salvation Army Carey House, Laconia

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$81,802	$0	$81,802	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$118,260	$0	$118,260	
2022	102/500732	Contracts for Program Services	TBD	$122,348	$0	$122,348	
2023	102/500733	Contracts for Program Services	TBD	$122,348	$0	$122,348	
		Sub Total		$444,758	$0	$444,758	

Salvation Army McKenna House, Concord, Eastern Territory

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$188,742	$0	$188,742	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$124,173	$0	$124,173	
2022	102/500732	Contracts for Program Services	TBD	$128,465	$0	$128,465	
2023	102/500733	Contracts for Program Services	TBD	$128,465	$0	$128,465	
		Sub Total		$569,845	$0	$569,845	

Seacoast Family Promise

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$53,270	$0	$53,270	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21
2021	102/500731	Contracts for Program Services	TBD	$41,391	$0	$41,391	
2022	102/500732	Contracts for Program Services	TBD	$42,822	$0	$42,822	
2023	102/500733	Contracts for Program Services	TBD	$42,822	$0	$42,822	
		Sub Total		$180,305	$0	$180,305	

Southern NH Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Southwestern Community Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$302,869	$0	$302,869	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$224,694	$0	$224,694	
2022	102/500732	Contracts for Program Services	TBD	$232,461	$0	$232,461	
2023	102/500733	Contracts for Program Services	TBD	$232,461	$0	$232,461	
		Sub Total		$992,485	$0	$992,485	

The Front Door Agency

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$157,905	$0	$157,905	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$130,086	$0	$130,086	
2022	102/500732	Contracts for Program Services	TBD	$134,583	$0	$134,583	
2023	102/500733	Contracts for Program Services	TBD	$134,583	$0	$134,583	
		Sub Total		$557,157	$0	$557,157	

The Way Home, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$84,482	$0	$84,482	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	
		Sub Total		$256,886	$0	$256,886	

Tri-County CAP, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$87,864	$0	$87,864	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$38,435	$0	$38,435	
2022	102/500732	Contracts for Program Services	TBD	$39,763	$0	$39,763	
2023	102/500733	Contracts for Program Services	TBD	$39,763	$0	$39,763	
		Sub Total		$205,825	$0	$205,825	

Waypoint

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$166,817	$0	$166,817	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A2: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$252,556	$0	$252,556	

Overall Total	$12,548,320	$177,404	$12,725,724	

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Salvation Army ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended and extended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and 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 1.7, Completion Date, to read:

   June 30, 2023

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $589,845

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, to read:

   2. Scope of Services

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide that include but are not limited to:

   2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

   2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment on a short-term emergency or transitional basis, as described in RSA 126-A:26.

   2.1.3. Operating a facility in accordance with Exhibit C, Section 15, Operation of Facilities: Compliance with Laws and Regulations that includes, but is not limited to:

   2.1.3.1. Building maintenance and repair.

   2.1.3.2. Security systems.

   2.1.3.3. Heating and possible cooling equipment.

   2.1.3.4. Property and business insurance.

   2.1.3.5. Utilities and furnishings.

   2.1.3.6. Amenities, including bathrooms.

   2.2. The Contractor shall assist individuals and families who are homeless with accessing and applying for services that lead to permanent housing by providing Case

Management Services that include, but are not limited to:

2.2.1. Assessing individual and family needs for well-being and obtaining housing.

2.2.2. Developing individualized plans with the types of services and assistance programs to meet individual and family and needs.

2.2.3. Assisting individuals and families with accessing emergency shelter.

2.2.4. Assisting individuals and families with applying for and accessing permanent housing.

2.2.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.2.6. Assisting individuals and families with accessing community providers and supports, that may include, but are not limited to, mental health services, substance use treatment, medical care, employment services, veterans benefits, financial and food assistance, and education supports.

2.3. The Contractor shall comply with program requirements that include, but are not limited to:

2.3.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include:

2.3.1.1. Housing First Approach;

2.3.1.2. Safe and appropriate diversion;

2.3.1.3. Immediate and low-barrier access;

2.3.1.4. Housing-focused, rapid exit services; and

2.3.1.5. Data to measure performance.

2.3.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted on January 23, 2018, that is herein incorporated by reference and as amended.

2.3.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions, which may include but are not limited to mental health services; medication stability; sexual orientation; vulnerability to illness; vulnerability to victimization; vulnerability to physical assault; racial equality; marital status; or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.3.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restricted by law. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.3.5. Agreeing to on-site monitoring, on an annual basis, to review compliance,

progress, and performance, which includes, but is not limited to:

2.3.5.1. Reviewing policies and procedures for services provided.

2.3.5.2. Reviewing financial analyses.

2.3.5.3. Reviewing for compliance with safety and hazard requirements.

2.3.5.4. Reviewing Data and HMIS entry standards.

2.3.6. Complying with New Hampshire Administrative Rules He-M 314, Rights of Persons Using Emergency Shelters and ensuring individuals understand their rights. http://www.gencourt.state.nh.us/rules/state_agencies/he-m300.html

2.4. The Contractor shall complete a SGIA Program Project Program Monitoring Workbook per Department request.

2.5. The Contractor shall participate in training on contractual compliance and technical assistance, as required by the Department.

4. Modify Exhibit B, Method and Conditions Precedent to Payment Section 3 by adding Subsection 3.6 to read:

3.6. The Contractor shall provide backup documentation for all reimbursement requests.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

3/25/2021
Date

DocuSigned by:
Christine Santaniello
Name: Christine Santaniello
Title: Director

The Salvation Army

3/23/3021
Date

Name: Michael J. Southwick
Title: Secretary

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/1/2021
Date

DocuSigned by:
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

20 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 29, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend existing **Retroactive** agreements with the vendors listed below to provide the State Grant in Aid (SGIA) Homeless Assistance program, by modifying the agreements to have individual price limitations instead of a shared price limitation for vendors listed in the table below and terminating two agreements with vendors as indicated in the table below, and decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604, with no change to the contract completion dates of June 30, 2021, effective retroactive to July 1, 2020 upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Revised Amount	G&C Approval
Bridge House Shelters	165288 - B001	Plymouth NH	Shared	$142,620	June 19,2019 Item #40
Community Action Partnership of Strafford County	177200 - B004	Dover NH	Shared	$6,588	June 19,2019 Item #40
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	Shared	$0	O:
Concord Coalition to End Homelessness	267140 - B001	Bow NH	Shared	$68,709	June 19,2019 Item #40
Cross Roads House	166570 - B001	Portsmouth NH	Shared	$766,784	June 19,2019 Item #40
Families in Transition, NH	157730 - B001	Manchester NH	Shared	$1,658,284	June 19,2019 Item #40
Friends Program	154987 - B001	Concord NH	Shared	$174,710	June 19,2019 Item #40
Helping Hands Outreach Center	174226 - R001	Manchester NH	Shared	$209,516	June 19,2019 Item #40
Hundred Nights, Inc	TBD	Keene NH	Shared	$220,854	June 19,2019 Item #40

Lakes Region Community Developers	156571 - B001	Laconia NH	Shared	$88,761	June 19,2019 Item #40
Marquerites Place	157465 - B001	Nashua NH	Shared	$186,836	June 19,2019 Item #40
My Friend's Place	156274 - B001	Dover NH	Shared	$177,231	June 19,2019 Item #40
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	Nashua NH	Shared	$284,806	June 19,2019 Item #40
New Generation	177295 - B001	Greenland NH	Shared	$162,400	June 19,2019 Item #40
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	Shared	$791,802	June 19,2019 Item #40
Salvation Army Carey House, Laconia	177627 - B001	Laconia NH	Shared	$200,062	June 19,2019 Item #40
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	Concord NH	Shared	$312,915	June 19,2019 Item #40
Seacoast Family Promise	TBD	Exeter NH	Shared	$94,661	June 19,2019 Item #40
Southern NH Services	177198 - B006	Manchester NH	Shared	$0	June 19,2019 Item #40
Southwestern Community Services	177511 - R001	Keene NH 03431	Shared	$527,563	June 19,2019 Item #40
The Front Door Agency	156244 - B001	Nashua NH 03064	Shared	$287,991	June 19,2019 Item #40
The Way Home, Inc	166673 - B001	Manchester NH	Shared	$140,656	June 19,2019 Item #40
Tri-County CAP, Inc	177195 - B009	Berlin NH	Shared	$126,299	July 10, 2019 Item #16
Waypoint	177166 - B002	Manchester NH	Shared	$252,556	June 19,2019 Item #40 A01: August 28, 2019 Item #20B
[redacted]	[redacted]	**Total**	**$7,300,000 (Shared)**	**$8,882,604**	

Funds are available in the following accounts for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

EXPLANATION

This request is **Retroactive** because Department's business operations were disrupted by COVID-19 which led to delays in the contract amendment review and approval process.

The purpose of this request is to modify the agreements to have individual price limitations instead of a shared price limitation and to terminate agreements with two (2) Contractors, decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604. The individual price limitations will allow each vendor to more accurately budget and allocate funding to meet the specific needs of the clients within the community.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract. The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Department will monitor the contracted services by requiring the Contractors to submit reports in the HMIS system that include the following:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the State Grant in Aid Homeless Assistance Program

This 1st Amendment to the State Grant in Aid Homeless Assistance Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Salvation Army, (hereinafter referred to as ("the Contractor"), a nonprofit, with a place of business at 58 Clinton Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #40), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, 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, modify the price limitation and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $312,915.

2. Modify P-37, General Provisions, Block 1.3 to read:

   The Salvation Army

3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1. to read:

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide, including but not limited to:

3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1.4. to read:

   2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 1, in its entirety.

6. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.1, in its entirety.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.2, to read:

   2.2. The Department will reimburse the Contractor based on the total emergency shelter beds in a program as reported to the Department of Housing and Urban Development. The rate includes all services provided in this Contract on behalf of the individual per day.

8. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, Subsection 3.1,

to read:

3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the fiftieth (15th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.

New Hampshire Department of Health and Human Services
State Grant in Aid Homeless Assistance Program

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/24/20
Date

Name: Christine Santaniello
Title: Director, DEHS

The Salvation Army

6-19-2020
Date

Name: Michael J. Southwick
Title: Secretary

New Hampshire Department of Health and Human Services
State Grant In Aid Homeless Assistance Program

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

06/26/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

JUN07'19 PM 1:49 DAS

40 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 7, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into agreements with the vendors listed below in an amount not to exceed $7,000,000, to provide the State Grant in Aid (SGIA) Homeless Assistance program, effective July 1, 2019, through June 30, 2021, upon Governor and the Executive Council approval. 100% General Funds:

Vendor Name	Vendor Number	Location
Bridge House Shelters	165288 - B001	260 Highland Street Plymouth NH 03264
Community Action Partnership of Strafford County	177200 - B004	577 Central Ave Ste 10 Dover NH 03820
Community Action Program, Belknap and Merrimack	177203 - B003	2 Industrial Park Drive Concord NH 03302
Concord Coalition to End Homelessness	267140 - B001	22 Stack Drive Bow NH 03304
Cross Roads House	166570 - B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition, NH	157730 - B001	122 Market Street Manchester NH 03101
Friends Program	154987 - B001	202 N State Street Concord NH 03301
Helping Hands Outreach Center	174226 - R001	50 Lowell Street Manchester NH 03101
Hundred Nights, Inc	TBD	17 Lamson Street Keene NH 03431
Lakes Region Community Developers	156571 - B001	658 Union Ave Laconia NH 03246
Marquerites Place	157465 - B001	87 Palm Street Nashua NH 03060
My Friend's Place	156274 - B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	2 Quincy Street Nashua NH 03061
New Generation	177295 - B001	9 Tide Mill Road Greenland NH 03840
NH Coalition Against Domestic and Sexual Violence	155510 - B001	One Hundred North Main Street Concord NH 03301

Salvation Army Carey House, Laconia	177627 - B001	177 Union Ave Laconia NH 03246
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	58 Clinton Street Concord NH 03301
Seacoast Family Promise	TBD	27 Hampton Road Exeter NH 03833
Southern NH Services	177198 - B006	40 Pine Street Manchester NH 03108
Southwestern Community Services	177511 - R001	63 Community Way Keene NH 03431
The Front Door Agency	156244 - B001	7 Concord Street, Nashua NH 03064
The Way Home, Inc	166673 - B001	214 Spruce Street Manchester NH 03103
Waypoint	177166 - B002	464 Chestnut Street Manchester NH 03105
		Total: $7,000,000

Funds are available in the following account(s), and are anticipated to be available in State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office. During each State Fiscal Year of the contract, there is a shared price limitation among the vendors of $3,500,000. Consequently, there is no guaranteed minimum or maximum amount of client or service volume.

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	TBD	$3,500,000
2021	102-500731	Contracts for Prog Svc	TBD	$3,500,000
			Total	**$7,000,000**

EXPLANATION

The purpose of this request is to administer the State Grant in Aid (SGIA) Homeless Assistance program. The Contractors listed above shall be required to either: provide emergency shelter services and case management services or case management services only. The Department will reimburse the Contractor at a rate of $11.00 for services provided to each individual per day.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Contractors shall be monitored for performance through reports available from the HMIS system as follows:

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

The vendors listed above were selected for this project through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' web site from March 28, 2019 through April 25, 2019. The Department received twenty six (26) eligible applications, with one vendor withdrawing after submission. The applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the applications. The Bid Summary is attached.

As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

State Grant-In-Aid Homeless Assistance Program
RFA Name

RFA-2020-DEHS-01-STATE
RFA Number

Reviewer Names

1.
2.
3.
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Bridge House Shelter		100	90
2. New Generation, Inc.		100	100
3. Marguerite's Place		100	100
4. Southwestern Community Services		100	100
5. Cross Roads House		100	100
6. Community Action Program		100	95
7. Waypoint		100	100
8. Seacoast Family Promise		100	95
9. Nashua Soup Kitchen & Shelter, Inc.		100	100
10. NH Coalition Against Domestic & Sexual Violence		100	100
11. The Salvation Army-Carey House		100	100
12 The Salvation Army-McKenna House		100	100

13	New Hampshire Legal Assistance		100	100
14	Helping Hands Outreach Center		100	100
15	Southern New Hampshire Services		100	100
16	Headrest, Inc.		100	0
17	Tri-County Community Action Program, Inc.		100	100
18	Lakes Region Community Developers		100	100
19	My Friend's Place, Emergency Shelter Program		100	100
20	Families in Transition/New Hampshire		100	100
21	Community Action Partnership of Strafford County		100	100
22	Friends Program		100	100
23	Concord Coalition To End Homelessness		100	70
24	The Front Door Agency-Transformational Housing Program		100	100
25	Hundred Nights		100	100
26	The Way Home, Inc.		100	100
28.	0		100	0
29.	0		100	0
30.	0		100	0
31.	0		100	0

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

FORM NUMBER P-37 (version 5/8/15)

Subject: State Grant in Aid Homeless Assistance Program (RFA-2020-DEHS-01-STATE-17)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services	1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857
1.3 Contractor Name The Salvation Army ~~(McKenna House)~~ MS	1.4 Contractor Address 58 Clinton Street Concord NH 03301
1.5 Contractor Phone Number 603-225-5586	1.6 Account Number 05-95-42-423010-7927-102-500731
1.7 Completion Date 6/30/21	1.8 Price Limitation 7,000,000
1.9 Contracting Officer for State Agency Nathan D. White, Director	1.10 State Agency Telephone Number 603-271-9631
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory Michael J. Southwick, Secretary

1.13 Acknowledgement: State of New York, County of Rockland

On May 28, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

CAMILLIA McRAE
NOTARY PUBLIC STATE OF NEW YORK
REGISTRATION NO. 01MC6371580
QUALIFIED IN ROCKLAND COUNTY
MY COMMISSION EXPIRES MARCH 5, 2022

1.13.2 Name and Title of Notary or Justice of the Peace
Camillia McRae

1.14 State Agency Signature Date: 6/5/19	1.15 Name and Title of State Agency Signatory Christine Santaniello, Director DCIDS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Lisa M. Eggusi On: 6/5/19

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials _____
Date 05/28/2019

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials

Date 05/28/2019

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials _____

Date 05/28/2019

Exhibit

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.

2. Scope of Services

2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless or at risk of becoming homeless statewide. Including but not limited to:

2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in RSA 126-A:26.

2.1.3. Operating a facility in accordance with Exhibit C-1 Operation of Facilities: Compliance with Laws and Regulations that includes at a minimum:

2.1.3.1. Building maintenance and repair.

2.1.3.2. Security systems.

2.1.3.3. Heating and possible cooling equipment.

2.1.3.4. Property and business insurance.

2.1.3.5. Utilities and furnishings.

2.1.3.6. Amenities such as bathrooms.

2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless or at-risk of becoming homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

2.1.4.1. Assessing individuals and families' needs for well-being and obtaining housing, and developing an individualized plan to meet those needs.

2.1.4.2. Developing an individualized plan with the types of services and assistance programs to meet their needs.

2.1.4.3. Assisting individuals and families with accessing emergency shelter.

2.1.4.4. Assisting individuals and families with applying for and accessing permanent housing.

2.1.4.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.1.4.6. Assisting individuals and families with accessing community providers and supports, for, including but not limited to, mental health services, substance use treatment, medical care, employment, veterans benefit, financial and food assistance, and education supports.

2.1.5. The Contractor shall comply with the program requirements, which include but are not limited to:

2.1.5.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include but are not limited to:

2.1.5.1.1. Housing First Approach

2.1.5.1.2. Safe and appropriate diversion

2.1.5.1.3. Immediate and low-barrier access

2.1.5.1.4. Housing-focused, rapid exit services

2.1.5.1.5. Data to measure performance

2.1.5.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted on January 23, 2018, that is herein incorporated by reference and as amended.

2.1.5.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions such as but not limited to mental health services, medication stability, sexual orientation, vulnerability to illness, vulnerability to victimization, vulnerability to physical assault, racial equality, marital status or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

2.1.5.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restrictive by law such as for domestic violence. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.1.5.5. Agreeing to on-site monitoring, on an annual basis, to review compliance, progress, and performance, which includes, but is not limited to:

2.1.5.5.1. Reviewing policies and procedures for services provided.

2.1.5.5.2. Reviewing financial analyses.

2.1.5.5.3. Reviewing for compliance with safety and hazard requirements.

2.1.5.5.4. Reviewing Data and HMIS entry standards.

2.1.5.6. Complying with New Hampshire Administrative Rules He-M 314 Rights of Persons Using Emergency Shelters. http://www.gencourt.state.nh.us/rules/state_agencies/he-m300.html and ensuring that individuals understand their rights

3. Reporting

3.1. The Contractor shall submit monthly reports to the Department, with the corresponding monthly invoice for payment that includes the aggregate number of individuals served, in accordance with Section 2.1.5.4 above, no later than the 10th day of the following month.

3.2. The Contractor shall submit an annual report to the Department, with the aggregate number of individuals served in accordance with Section 2.1.2.4, beginning September 30, 2020 and each year thereafter.

4. Performance Measures

4.1. The Contractor's performance shall be measured to ensure that the data is entered into HMIS in accordance with Section 2.1.5.4, above, and clients are receiving the assistance needed to meet their goals.

4.2. The Contractor shall be monitored for performance through reports available from the HMIS system that include but are not limited to:

4.2.1. Length of time persons remain homeless

4.2.2. The extent to which persons who exit homelessness to permanent housing destinations return to homelessness

4.2.3. Successful exit to permanent housing destinations

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

Exhibit B

Method and Conditions Precedent to Payment

1. Price Limitation: This agreement is one of multiple agreements that will serve the State Grant in Aid to Homeless program. ***No maximum or minimum client and service volume is guaranteed.*** Accordingly, the price limitation among all agreements is identified in Block 1.8 of the P-37 for the duration of the agreement.
2. The funding source for this agreement for State Grant in Aid (SGIA) Homeless Assistance program are 100% General Funds
   - 2.1. Funds for SGIA Homeless Assistance program across all vendors, statewide, are anticipated to be $7,000,000 and available in the following amounts:
     - 2.1.1. $3,500,000 for State Fiscal Year 2020.
     - 2.1.2. $3,500,000 for State Fiscal Year 2021.
   - 2.2. The Department will reimburse the Contractor at a rate of $11.00 per individual per day. The rate includes all services provided in this agreement on behalf of the individual per day.
3. Payments shall be made as follows:
   - 3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
   - 3.2. In lieu of hard copies submitted to the address listed in Section 5.4. Exhibit B., all invoices may be assigned an electronic signature and emailed to: housingsupportsinvoices@dhhs.nh.gov
   - 3.3. The Contractor shall keep detailed records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses. The Contractor shall return completed invoices, as provided by the Department, no later than thirty (30) days from the

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

date services are provided.

3.4. The Contractor shall submit completed invoices to:

State Grant in Aid to Homeless Program
Bureau of Housing Supports
Department of Health and Human Services
Division of Economic and Housing Stability
129 Pleasant Street
Concord, NH 03301
Phone: 603-271-9196

3.5. The State 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.

4. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73606FBC2D17

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

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

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: The Salvation Army

05/28/2019
Date

Name: Michael J. Southwick
Title: Secretary

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: The Salvation Army

05/28/2019
Date

Name: Michael J. Southwick
Title: Secretary

Vendor Initials
Date 05/28/2019

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name: The Salvation Army

05/28/2019
Date

Name: Michael J. Southwick
Title: Secretary

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: The Salvation Army

05/28/2019
Date

Name: Michael J. Southwick
Title: Secretary

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: The Salvation Army

05/28/2019
Date

Name: Michael J. Southwick
Title: Secretary

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, 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.

DocuSign Envelope ID: CB7D77F1-EA2C-49A6-8094-73806FBC2D17

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

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

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

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

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.

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	The Salvation Army
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Michael J. Southwick
Name of Authorized Representative	Name of Authorized Representative
Director, DCBCS	Secretary
Title of Authorized Representative	Title of Authorized Representative
6/5/19	05/28/2019
Date	Date

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: The Salvation Army

05/28/2018
Date

Name: Michael J. Southwick
Title: Secretary

FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 06-251-7941

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   X NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____ N/A

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

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

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

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.).

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

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

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

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

DocuSign Envelope ID: CB7D77F1-EA2C-49A0-8094-73806FBC2D17

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Seacoast Family Promise ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), as amended on May 19, 2021, (Tabled Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $255,473

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

DS PF
Contractor Initials
Date 10/24/2022

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

10/28/2022
Date

DocuSigned by:
Karen Hebert
528C6CFB1B4A41A...
Name: Karen Hebert
Title: Division Director

Seacoast Family Promise

10/24/2022
Date

DocuSigned by:
Pati Frew-Waters
2403B07A9...
Name: Pati Frew-Waters
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/31/2022
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

ATTORNEY GENERAL
DEPARTMENT OF JUSTICE

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL

JAMES T. BOFFETTI
DEPUTY ATTORNEY GENERAL

October 5, 2022

Seacoast Family Promise
27 Hampton Road
Exeter, NH 03833

Re: Seacoast Family Promise
Registration #14890

Dear Sir/Madam:

This will confirm that the above-referenced organization is registered with the New Hampshire Attorney General and is currently up-to-date in all its filing requirements. The next annual report is due to be filed on or before 5/15/2023.

Very truly yours,

Kelly A. Walter

Kelly A. Walter
Investigative Paralegal
(603) 271-3591
kelly.a.walter@doj.nh.gov

KAW

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

CERTIFICATE OF AUTHORITY

I, IRVING CARVER, 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 SEACOAST FAMILY PROMISE.
(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 10/12, 2022 at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That PAM FREW-WATERS EXECUTIVE DIR (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Seacoast Family Promise to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10/21/2022

Signature of Elected Officer
Name: IRVING CARVER
Title: PRESIDENT

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/21/2022

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	CONTACT NAME: Eleanor Spinazzola	
E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	PHONE (A/C, No, Ext): (603) 293-2791	FAX (A/C, No): (603) 293-7188
	E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Insurance Co	
	INSURER B : FirstComp	27626
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
Seacoast Family Promise 27 Hampton Road Exeter NH 03833-4842

COVERAGES **CERTIFICATE NUMBER:** 22 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2337386	11/01/2022	11/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2337386	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
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		WC0100600-14	11/13/2022	11/13/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of NH Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tarilyn Kennedy

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: 1F62C161-6AAD-40E2-B8DE-4D4D0822E0A3

Seacoast Family Promise has been serving families in need from a range of backgrounds since 2003. We help families who are experiencing homelessness to find stable housing and return to self-sufficiency. Seacoast Family Promise is a 501(c) (3) nonprofit, and an affiliate of Family Promise, a national organization that operates successfully with 200 affiliates in 41 states.

Any family can meet with hardships that cause loss of income and, consequently, their home. Whether it's due to job loss, catastrophic illness, lack of affordable housing, divorce or separation, or any number of unforeseen circumstances, Seacoast Family Promise is here to provide initial temporary housing, food and shelter. But we also offer much more: We help those families on a structured journey back to self-sufficiency and the return to a place they can call home.

Our Mission: To empower families with children who are experiencing homelessness to achieve sustainable independence through a community-based response.

Our Vision: We envision a community in which every family has a home, a livelihood and the foundation on which to build a better future together.

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

Financial Statements

SEACOAST FAMILY PROMISE

FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2021
AND
INDEPENDENT ACCOUNTANTS' REVIEW REPORT

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

SEACOAST FAMILY PROMISE

FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2021

TABLE OF CONTENTS

Independent Accountants' Review Report	1
Financial Statements:	
Statement of Financial Position	2
Statement of Activities	3
Statement of Functional Expenses	4
Statement of Cash Flows	5
Notes to Financial Statements	6 - 10

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Trustees of
Seacoast Family Promise
Exeter, NH 03833

Independent Accountant's' Review Report

We have reviewed the accompanying financial statements of Seacoast Family Promise (a nonprofit organization), which comprise the statement of financial position as of December 31, 2021 , and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Seacoast Family Promise and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Leone, McDonnell + Roberts
Professional Association

August 15, 2022
Dover, New Hampshire

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

SEACOAST FAMILY PROMISE

STATEMENT OF FINANCIAL POSITION
DECEMBER 31, 2021

ASSETS

CURRENT ASSETS		
Cash and equivalents	$	818,953
Total current assets		818,953
PROPERTY AND EQUIPMENT, NET		1,168,039
Total	$	1,986,992

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accrued payroll and related taxes	$	8,762
Security deposits		965
Total current liabilities		9,727
Total liabilities		9,727
NET ASSETS		
Without donor restrictions		1,921,350
Board designated		1,340
Total without donor restrctions		1,922,690
With donor restrictions		54,575
Total net assets		1,977,265
Total	$	1,986,992

See Independent Accountants' Review Report
and
Notes to Financial Statements

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

SEACOAST FAMILY PROMISE

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2021

	Without Donor Restrictions	With Donor Restrictions	Total
PUBLIC SUPPORT AND REVENUE			
Contributions and grants	$ 672,932	$ -	$ 672,932
Fundraising events	49,774	-	49,774
Rental income	19,760	-	19,760
Interest	31	-	31
Net assets released from restrictions	11,100	(11,100)	-
Total public support, revenue, and net assets released from restrictions	753,597	(11,100)	742,497
EXPENSES			
Program services	447,707	-	447,707
Management and general	50,843	-	50,843
Fundraising	21,097	-	21,097
Total expenses	519,647	-	519,647
INCREASE IN NET ASSETS	233,950	(11,100)	222,850
NET ASSETS, BEGINNING OF YEAR ORIGINALLY STATED	616,420	1,137,995	1,754,415
PRIOR PERIOD ADJUSTMENT	1,072,320	(1,072,320)	-
NET ASSETS, BEGIINING OF YEAR RESTATED	1,688,740	65,675	1,754,415
NET ASSETS, END OF YEAR	$ 1,922,690	$ 54,575	$1,977,265

See Independent Accountants' Review Report
and
Notes to Financial Statements

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

SEACOAST FAMILY PROMISE

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2021

	PROGRAM SERVICES	MANAGEMENT AND GENERAL	FUNDRAISING	TOTAL
Salaries and wages	$ 297,415	$ 27,740	$ -	$ 325,155
Occupancy	47,431	-	-	47,431
Payroll taxes	29,945	-	-	29,945
Depreciation	24,627	-	-	24,627
Fundraising - event costs	-	-	21,097	21,097
Other	9,458	5,738	-	15,196
Insurance	13,519	-	-	13,519
Professional fees	5,308	4,989	-	10,297
Bedding and shelter supplies	10,050	-	-	10,050
Guest services	7,967	-	-	7,967
Professional affiliations	-	6,238	-	6,238
Website and technology	1,704	4,313	-	6,017
Office expense	72	1,725	-	1,797
Background checks	211	-	-	211
Training	-	100	-	100
Total	$ 447,707	$ 50,843	$ 21,097	$ 519,647

See Independent Accountants' Review Report
and
Notes to Financial Statements

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

SEACOAST FAMILY PROMISE

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2021

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	$ 222,850
Adjustments to reconcile changes in net assets to net cash provided by operating activities:	
Depreciation and amortization	24,627
(Increase) decrease in assets:	
Grants receivable	69,395
Increase (decrease) in liabilities:	
Accrued payroll and related taxes	3,102
NET CASH PROVIDED BY OPERATING ACTIVITIES	319,974
CASH FLOWS FROM INVESTING ACTIVITIES	
Acquisition of building improvements and renovations	(56,011)
NET CASH USED IN INVESTING ACTIVITIES	(56,011)
NET INCREASE IN CASH AND EQUIVALENTS	263,963
CASH AND EQUIVALENTS, BEGINNING OF YEAR	554,990
CASH AND EQUIVALENTS, END OF YEAR	$ 818,953

See Independent Accountants' Review Report
and
Notes to Financial Statements

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

SEACOAST FAMILY PROMISE

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2021

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Seacoast Family Promise (the Organization) is a New Hampshire nonprofit organization Located in Exeter, New Hampshire. The Organization provides transitional housing, meals and support services to homeless families within the Seacoast area of New Hampshire and surrounding communities. The Organization is supported primarily through donor contributions and grants.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles, which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's 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 Organization 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 restrictions expire, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire in the year in which the contributions are recognized.

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

SEACOAST FAMILY PROMISE

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2021

Use of Estimates
The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

Cash and Cash Equivalents
The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The Organization had no cash equivalents as of December 31, 2021.

Property and Equipment
Purchases of property and equipment are recorded at cost. Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Costs for repairs and maintenance are charged against operations. Renewals and betterments, which materially extend the life of the assets, are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives.

Buildings and leasehold improvements are depreciated over 15 - 39 years and equipment and furniture over 3 - 7 years.

Property and equipment at December 31, 2021 consisted of the following:

Buildings	$ 830,373
Land	402,501
	1,232,874
Less accumulated depreciation	(64,835)
	$ 1,168,039

Depreciation expense for the year ended December 31, 2021.

Advertising
Advertising costs are expensed as incurred.

Revenue Recognition Policy
Funds received from various government and/or community agencies represent grants awarded to the Organization to provide programs services. Revenue with respect to these awards is recognized to the extent of expenses incurred under the award terms. Upon completion or expiration of a grant, unexpended funds are not available to the Organization.

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

Contributed Support
Contributions received are recorded as without donor restrictions or with donor restrictions depending on the existence or nature of any donor restrictions.

Contributed Services
Numerous unpaid volunteers have made significant contributions of their time in support of various programs activities of the Organization; however, since the services do not require specialized skills, and do not enhance nonfinancial assets, no amounts have been reflected in these financial statements.

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.

Income Taxes
The Organization is exempt from income taxes under code section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization other than a private foundation under Section 509(a)(2).

Accounting Standard Codification No. 740, *"Accounting for Income Taxes,"* established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Organization has analyzed its tax position taken on its exempt purpose information returns for the previous three years and has concluded that no provision for income taxes is necessary in the Organization's financial statements.

Functional Allocation of Expenses
The costs of providing various programs and activities have been summarized on a functional basis in the Statement of Activities and the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Directly identifiable expenses are charged to program and supporting services as incurred. Expenses related to more than one function are charged to program and supporting services based on an expense analysis. Management and general costs include those expenses that are not directly identifiable with any other specific function but do provide for the overall support and direction of the Organization.

NOTE 2. CONCENTRATIONS OF CREDIT RISK

The Organization maintains its cash and cash equivalents at financial institutions that are insured by the Federal Deposit Insurance Corporation up to $250,000. The uninsured balances at December 31, 2021 were $559,949.

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

SEACOAST FAMILY PROMISE

NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED DECEMBER 31, 2021

NOTE 3. DESIGNATION AND RESTRICTIONS ON NET ASSETS

With Donor Restrictions

As of December 31, 2021, donor restricted amounts totaled $54,575. This is related to the CDFA Tax Credit contribution of $111,000 made in November 2016, net of the amortization calculated over ten years. $11,100 was released from Net Assets with Donor Restrictions from the amortization recognized during the year ended December 31, 2021.

Without Donor Restrictions – Board Designated

Funds totaling $1,340 are being designated by the board of directors to be utilized for future building related needs.

NOTE 4. LIQUIDITY AND AVAILABILTY

The Organization's financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, are as follows as of December 31, 2021:

Cash and equivalents	$ 818,953
Total financial assets	$ 818,953
Less amounts not available to be used within one year:	
Net assets with donor restrictions	(54,575)
Financial assets available to meet general Expenditures over the next 12 months	$ 764,378

NOTE 5. COMMITMENTS AND CONTINGENCIES

As required, the Organization has applied for property tax exemption status for the year 2021 with the Towns of Exeter and Greenland, New Hampshire.

NOTE 6. OTHER EVENTS

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization's business. The significance of the impact on the Organization's financial operational results will be dictated by the length of time that such disruptions continue.

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

NOTE 7. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date but arose after that date. Management has evaluated subsequent events through August 15, 2022, the date the financial statements were available to be issued.

NOTE 8. PRIOR PERIOD ADJUSTMENT

Upon further research into Not-for-Profit accounting for Net Assets, an adjustment to Net Assets with Donor Restrictions was made to correctly reflect Net Assets per the definitions in FASB ASC 958.

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

SEACOAST FAMILY PROMISE
BOARD OF DIRECTORS EXTERNAL– 2022

Irving Canner (1/22) *President** Retired Director of Finance	**Scott Earwood (3/23)** *Business Committee** Financial Advisor	**Mark Fichera (11/22)** Business Committee* Business Professional
Ken George (12/21) **Treasurer** *Building Committee** Certified Public Accountant	**Theodora (Teddie) Pike (6.24)** Program Committee Accountant Payable	**John Potter (4/22)** *Program Committee Chair** Psychologist
Peter Schaeffer TBD Retired Technical Advisor	**Kim Wood (12/23)** *Development** Events Coordinator	**Molly Wynne (10/22)** **Vice President** Program Committee* Retired Teacher
		Pati Frew-Waters *Executive Director*

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

Ashley Miller, BSW

Case Manager 1

EDUCATION

University of New Hampshire – Durham, NH
May, 2016
Bachelor of Social Work

University of New Hampshire – Durham, NH
December, 2021
Master of Social Work

Anticipated Graduation –

PROFESSIONAL EXPERIENCE

Seacoast Family Promise – Exeter, NH
February, 2016 – Present
Case Manager

Aftercare Coordinator
February, 2016 – Present

Seacoast Family Promise – Exeter, NH
2015 – May 2016
Social Work Intern

September

TRAININGS AND CERTIFICATIONS

University of New Hampshire
September, 2018 – Current
Department of Social Work Internship Supervisor

NH – HMIS
2016 – Current
Trained and Certified

Connors Climb Foundation
August, 2020
SOS Signs of Suicide Implementer Training

University of New Hampshire Professional Development Training
November, 2018
Trauma Informed Care

The NH Alcohol and Other Drug Service Providers Association
March, 2016
Addressing Substance Misuse in the Home Environment

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

EXECUTIVE DIRECTOR

Pati Frew-Waters

Education

Keene State College 1971 – 11973

UNH 1973 – 1975

Professional Experience

Grant Writer

Newburyport Theatre Company – 1975 – 1982

News Director WHAV Radio, Haverhill MA 1982 – 1989

News Director WKPS Radio, Rochester, NH 1989 – 1995

Development Director, St. Michael's Catholic School 1997 – 2000

Executive Director, Durham Main Street, Durham, NH 2001 – 2006

Executive Director, Seacoast Family Promise, Exeter, NH 2006 to present

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

Kristen Honan

[redacted]

Education

Merrimack College, Winston School of Education and Social Policy
North Andover, MA
Bachelor of Arts in Human Development & Human Services
Graduated Fall 2021

Related Coursework

Developmental Psychopathology
Positive Learning Environments and Behavior Interventions
Child and Adolescent Development
Diversity, Social Justice and Ethics
Counseling
Human Development
Abnormal Psychology (Global Education Program, Sydney, Australia)

Related Work Experience

Mount Prospect Academy
April 2022- Present
Youth Counselor
Hampton, NH

- Provide trauma informed care to youth aged 11-18 in a Level 4 Security Placement.
- Support youth throughout their daily routine, providing discipline and structure.
- Use de-escalation interventions to help dysregulated children return to baseline.
- Manage conflicts between peers and provide support when youth is experiencing past or current trauma.
- Prepared cognitively stimulating programming to help teach coping skills

Childcare
January 2020 - Present
North Hampton, NH

- Engage children in educational and enjoyable activities that do not involve screen time
- Enforce parents' rules to maintain consistency in expectations, prepare healthy meals

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

Home Helpers
Non-Medical Home Care
Portsmouth, NH
Caretaker
Summer 2019

- Cared for elderly who had cognitive health decline, such as Dementia or Alzheimer's.
- Completed chores and errands, such as cleaning houses and grocery shopping
- Kept clients company and provided non-medical care to those with severe cognitive impairments

Related Volunteer Experience

New Generation Inc.
Women and Children's Homeless Shelter
Greenland, NH
Volunteer Caretaker
September 2020- May 2021

- Took care of one to five children of various ages at a time, while mothers completed chores, classes, and other obligations
- Assisted staff and residents with tasks
- Modified activities for children depending on age and interests

Lawrence Public Library
Lawrence, MA
Homework Tutor Volunteer
Winter 2017

- Helped children of different ages and varying levels of English proficiency in an afterschool program with homework
- Assisted the librarian with crafts activities
- Attempted to communicate concepts in English in more simplified terms for English Language Learners

Habitat For Humanity
Buffalo, NY
Volunteer
Summer 2016

- Helped a group of volunteers build a house for a family of four in the community.
- Coordinated tasks with other volunteers on different areas of the house
- Gained a deeper understanding of the financial challenges faced by families in other communities

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

Certifications and Trainings

- Suicide Prevention Training: Conducted by Merrimack College, gained skills to identify risk factors, enact prevention methods, and emotionally support a person at risk for suicide
- Youth Mental Health First Aid Certified: Trained to identify youth experiencing mental health crises and to aid those at risk.
- Therapeutic Crisis Intervention Training: Trained to support those experiencing trauma or suffering from effects due to past trauma. Trained in trauma informed intervention, de-escalation, and physical management for youth.
- CPR & First Aid: Certified by the American Heart Association. Valid until June 2024

Other Experience

The Abenaqui Country Club
Rye, NH
Server
July 2021- April 2022

- Serve food and drinks to members of the club.
- Required strong customer service skills, focus and attention to detail in a fast paced environment.

The Farm Bar and Grille
Dover, NH
Hostess
May 2019-January 2020

- Worked in a fast-paced environment with multiple tasks
- Took orders over the phone
- Planned seating arrangements and assigned tables to waiters
- Managed customer complaints and communicated with customers about their concerns

Rye Harborside
Rye, NH
Food Preparer
Summer 2017/2018

- Made and prepared various foods and beverages, such as sandwiches and coffee
- Completed customer transactions at the cash register
- Managed small business unsupervised throughout the work day, managing customer complaints, orders and provided customer satisfaction

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

Skills & Interests:

- Computer Skills: Proficient in Microsoft Suite, Google Suite
- Languages: intermediate Spanish
- Interests: Travelling, Cooking, Swimming, Tennis, Soccer

DocuSign Envelope ID: 4D2F53C5-09C5-4DD8-8183-14E85CE2AFE3

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Ashley Miller	Case Manager	52,000	30	15,600
Kristen Honan	Case Manager	28,000	35	9,800
Pati Frew-Waters	Executive Director	70,000	0	0

15 mac

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 6, 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 amend existing contracts with the vendors listed below in bold, for the continued provision of the State Grant in Aid (SGIA) Homeless Assistance program, by exercising contract renewal options by increasing the total price limitation by $5,665,716 from $6,882,604 to $12,548,320 and by extending the completion dates from June 30, 2021 to June 30, 2023 effective upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Bridge House Shelters	**165288 - B001**	**Plymouth NH**	**$142,620**	**$122,348**	**$264,968**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**
Community Action Partnership of Strafford County	177200 - B004	Dover NH	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	$0	$0	$0	O: 06/19/19 (Item #40)
Concord Coalition to End Homelessness	**267140 - B001**	**Bow NH**	**$68,709**	**$117,236**	**$185,945**	**O: 06/19/19 (Item #40) A1: July 16, 2020 Item #20**
Cross Roads House	**166570 - B001**	**Portsmouth NH**	**766,784**	**$623,974**	**1,390,758**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**

Families in Transition, NH	157730 - B001	Manchester NH	$1,658,284	$1,284,654	$2,942,938	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Friends Program	154987 - B001	Concord NH	$174,710	$0.00	$174,710	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Helping Hands Outreach Center	174226 - R001	Manchester NH	$209,516	$195,756	$405,272	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Hundred Nights, Inc.	TBD	Keene NH	$220,854	$214,110	$434,964	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Lakes Region Community Developers	156571 - B001	Laconia NH	$88,761	$116,230	$204,991	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Marguerites Place	157465 - B001	Nashua NH	$186,836	$140,700	$327,536	O: 06/19/19 (Item #40) Item #40 A1: 07/15/20 (Item #20)
My Friend's Place	156274 - B001	Dover NH	$177,231	$128,466	$305,697	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Nashua Soup Kitchen & Shelter, Inc.	174173 - R001	Nashua NH	$284,806	$183,522	$468,328	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
New Generation	177295 - B001	Greenland NH	$162,400	$134,582	$296,982	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	$791,802	$887,024	$1,678,826	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)

Salvation Army Carey House, Laconia	**177627 - B001**	**Laconia NH**	**$200,062**	**$244,696**	**$444,758**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Salvation Army McKenna House, Concord, Eastern Territory	**177627 - B003**	**Concord NH**	**$312,915**	**$256,930**	**$569,845**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Seacoast Family Promise	**TBD**	**Exeter NH**	**$94,661**	**$85,644**	**$180,305**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Southern NH Services	177198 - B006	Manchester NH	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Southwestern Community Services	**177511 - R001**	**Keene NH**	**$527,563**	**$464,922**	**$992,485**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Front Door Agency	**156244 - B001**	**Nashua NH**	**$287,991**	**$269,166**	**$557,157**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Way Home, Inc.	**166673 - B001**	**Manchester NH**	**$140,656**	**$116,230**	**$256,886**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Tri-County CAP, Inc.	**177195 - B009**	**Berlin NH**	**$126,299**	**$79,526**	**$205,825**	**O: 07/10/19 Item #16 A1: 07/15/20 (Item #20)**
Waypoint	177166 - B002	Manchester NH	$252,556	$0.00	$252,556	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A1: 07/15/20 (Item #20)
		Total:	$6,882,604	$5,665,716	$12,548,320	

Funds are anticipated to be available in State Fiscal Years 2022 and 2023 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue State Grant in Aid (SGIA) Homeless Assistance program .to ensure individuals and families experiencing housing instability receive the essential services and supports that include case management and emergency shelter services or case management services only.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will continue providing emergency shelter to individuals and families who are homeless. The Contractors will also continue providing case management services to individuals and families who are currently in shelters as well as individuals and families who are unsheltered in order to link them with housing services; other essential services; and provide ongoing case management. The case management services are personalized and based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services; assistance with applications for housing; assistance with applications for public assistance; referrals for healthcare, including mental health or substance use treatment; linkages to education, and employment supports.

The Contractors are monitored for performance through reports available from the Homeless Management Information System, which include information regarding:

- Length of time individuals remain homeless.
- The extent to which individuals who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

As referenced in Exhibits C-1 of the original contracts, 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 Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM
100% General Funds

Bridge House Shelters — Vendor # 1652: Vendor # 1652: Vendor # 165288 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$83,490	$0	$83,490	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$59,130	$0	$59,130	
2022	102/500732	Contracts for Program Services	TBD	$61,174	$0	$61,174	
2023	102/500733	Contracts for Program Services	TBD	$61,174	$0	$61,174	
		Sub Total		$264,968	$0	$264,968	

Community Action Partnership of Strafford County — Vendor # 177200 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$6,588	$0	$6,588	

Community Action Program, Belknap and Merrimack — Vendor # 177203 - B003

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Concord Coalition to End Homelessness — Vendor # 267140 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$10,091	$0	$10,091	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2022	102/500732	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2023	102/500733	Contracts for Program Services	TBD	$58,618	$0	$58,618	
		Sub Total		$185,945	$0	$185,945	

Cross Roads House — Vendor # 166570 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$465,221	$0	$465,221	O: 06/19/19 (Item #40) A1: 07/15/20,
2021	102/500731	Contracts for Program Services	TBD	$301,563	$0	$301,563	
2022	102/500732	Contracts for Program Services	TBD	$311,987	$0	$311,987	

2023	102/500733	Contracts for Program Services	TBD	$311,987	$0	$311,987	(Item #20) A2: 05/19/21 (Tabled Item #15)
		Sub Total		$1,390,758	$0	$1,390,758	

FITNHNH, Inc. Vendor # 157730 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$1,037,418	$0	$1,037,418	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$620,866	$0	$620,866	
2022	102/500732	Contracts for Program Services	TBD	$642,327	$0	$642,327	
2023	102/500733	Contracts for Program Services	TBD	$642,327	$0	$642,327	
		Sub Total		$2,942,938	$0	$2,942,938	

Friends Program Vendor # 154987 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$88,971	$0	$88,971	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$88,702	$88,702	
2023	102/500733	Contracts for Program Services	TBD	$0	$88,702	$88,702	
		Sub Total		$174,710	$177,404	$352,114	

Helping Hands Outreach Center

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$114,908	$0	$114,908	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$94,608	$0	$94,608	
2022	102/500732	Contracts for Program Services	TBD	$97,878	$0	$97,878	
2023	102/500733	Contracts for Program Services	TBD	$97,878	$0	$97,878	
		Sub Total		$405,272	$0	$405,272	

Hundred Nights, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$117,376	$0	$117,376	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$103,478	$0	$103,478	
2022	102/500732	Contracts for Program Services	TBD	$107,055	$0	$107,055	
2023	102/500733	Contracts for Program Services	TBD	$107,055	$0	$107,055	
		Sub Total		$434,964	$0	$434,964	

Lakes Region Community Developers

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$32,587	$0	$32,587	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	

		Sub Total		$204,991	$0	$204,991	A2: 05/19/21 (Tabled Item #15)

Marquerites Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$118,536	$0	$118,536	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$68,300	$0	$68,300	
2022	102/500732	Contracts for Program Services	TBD	$70,350	$0	$70,350	
2023	102/500733	Contracts for Program Services	TBD	$70,350	$0	$70,350	
		Sub Total		$327,536	$0	$327,536	

My Friend's Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$115,144	$0	$115,144	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$62,087	$0	$62,087	
2022	102/500732	Contracts for Program Services	TBD	$64,233	$0	$64,233	
2023	102/500733	Contracts for Program Services	TBD	$64,233	$0	$64,233	
		Sub Total		$305,697	$0	$305,697	

Nashua Soup Kitchen & Shelter, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$196,111	$0	$196,111	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$88,695	$0	$88,695	
2022	102/500732	Contracts for Program Services	TBD	$91,761	$0	$91,761	
2023	102/500733	Contracts for Program Services	TBD	$91,761	$0	$91,761	
		Sub Total		$468,328	$0	$468,328	

Vendor # 177295 - B001

New Generation

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$97,357	$0	$97,357	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$65,043	$0	$65,043	
2022	102/500732	Contracts for Program Services	TBD	$67,291	$0	$67,291	
2023	102/500733	Contracts for Program Services	TBD	$67,291	$0	$67,291	
		Sub Total		$296,982	$0	$296,982	

NH Coalition Against Domestic and Sexual Violence

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$363,109	$0	$363,109	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$428,693	$0	$428,693	
2022	102/500732	Contracts for Program Services	TBD	$443,512	$0	$443,512	
2023	102/500733	Contracts for Program Services	TBD	$443,512	$0	$443,512	
		Sub Total		$1,678,826	$0	$1,678,826	

Salvation Army Carey House, Laconia

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$81,802	$0	$81,802	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$118,260	$0	$118,260	
2022	102/500732	Contracts for Program Services	TBD	$122,348	$0	$122,348	
2023	102/500733	Contracts for Program Services	TBD	$122,348	$0	$122,348	
		Sub Total		$444,758	$0	$444,758	

Salvation Army McKenna House, Concord, Eastern Territory

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$188,742	$0	$188,742	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$124,173	$0	$124,173	
2022	102/500732	Contracts for Program Services	TBD	$128,465	$0	$128,465	
2023	102/500733	Contracts for Program Services	TBD	$128,465	$0	$128,465	
		Sub Total		$569,845	$0	$569,845	

Seacoast Family Promise

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$53,270	$0	$53,270	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21
2021	102/500731	Contracts for Program Services	TBD	$41,391	$0	$41,391	
2022	102/500732	Contracts for Program Services	TBD	$42,822	$0	$42,822	
2023	102/500733	Contracts for Program Services	TBD	$42,822	$0	$42,822	
		Sub Total		$180,305	$0	$180,305	

Southern NH Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Southwestern Community Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$302,869	$0	$302,869	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$224,694	$0	$224,694	
2022	102/500732	Contracts for Program Services	TBD	$232,461	$0	$232,461	
2023	102/500733	Contracts for Program Services	TBD	$232,461	$0	$232,461	
		Sub Total		$992,485	$0	$992,485	

The Front Door Agency

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$157,905	$0	$157,905	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$130,086	$0	$130,086	
2022	102/500732	Contracts for Program Services	TBD	$134,583	$0	$134,583	
2023	102/500733	Contracts for Program Services	TBD	$134,583	$0	$134,583	
		Sub Total		$557,157	$0	$557,157	

The Way Home, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$84,482	$0	$84,482	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	
		Sub Total		$256,886	$0	$256,886	

Tri-County CAP, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$87,864	$0	$87,864	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$38,435	$0	$38,435	
2022	102/500732	Contracts for Program Services	TBD	$39,763	$0	$39,763	
2023	102/500733	Contracts for Program Services	TBD	$39,763	$0	$39,763	
		Sub Total		$205,825	$0	$205,825	

Waypoint

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$166,817	$0	$166,817	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A2: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$252,556	$0	$252,556	

Overall Total	$12,548,320	$177,404	$12,725,724	

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Seacoast Family Promise ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended and extended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and 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 1.7, Completion Date, to read:

   June 30, 2023

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $180,305

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, to read:

   2. Scope of Services

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide that include but are not limited to:

   2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

   2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment on a short-term emergency or transitional basis, as described in RSA 126-A:26.

   2.1.3. Operating a facility in accordance with Exhibit C, Section 15, Operation of Facilities: Compliance with Laws and Regulations that includes, but is not limited to:

   2.1.3.1. Building maintenance and repair.

   2.1.3.2. Security systems.

   2.1.3.3. Heating and possible cooling equipment.

   2.1.3.4. Property and business insurance.

   2.1.3.5. Utilities and furnishings.

   2.1.3.6. Amenities, including bathrooms.

   2.2. The Contractor shall assist individuals and families who are homeless with accessing and applying for services that lead to permanent housing by providing Case

Management Services that include, but are not limited to:

2.2.1. Assessing individual and family needs for well-being and obtaining housing.

2.2.2. Developing individualized plans with the types of services and assistance programs to meet individual and family and needs.

2.2.3. Assisting individuals and families with accessing emergency shelter.

2.2.4. Assisting individuals and families with applying for and accessing permanent housing.

2.2.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.2.6. Assisting individuals and families with accessing community providers and supports, that may include, but are not limited to, mental health services, substance use treatment, medical care, employment services, veterans benefits, financial and food assistance, and education supports.

2.3. The Contractor shall comply with program requirements that include, but are not limited to:

2.3.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include:

2.3.1.1. Housing First Approach;

2.3.1.2. Safe and appropriate diversion;

2.3.1.3. Immediate and low-barrier access;

2.3.1.4. Housing-focused, rapid exit services; and

2.3.1.5. Data to measure performance.

2.3.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted op January 23, 2018, that is herein incorporated by reference and as amended.

2.3.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions, which may include but are not limited to mental health services; medication stability; sexual orientation; vulnerability to illness; vulnerability to victimization; vulnerability to physical assault; racial equality; marital status; or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.3.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restricted by law. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.3.5. Agreeing to on-site monitoring, on an annual basis, to review compliance,

progress, and performance, which includes, but is not limited to:

2.3.5.1. Reviewing policies and procedures for services provided.

2.3.5.2. Reviewing financial analyses.

2.3.5.3. Reviewing for compliance with safety and hazard requirements.

2.3.5.4. Reviewing Data and HMIS entry standards.

2.3.6. Complying with New Hampshire Administrative Rules He-M 314, Rights of Persons Using Emergency Shelters and ensuring individuals understand their rights. http://www.gencourt.state.nh.us/rules/state_agencies.he-m300.html

2.4. The Contractor shall complete a SGIA Program Project Program Monitoring Workbook per Department request.

2.5. The Contractor shall participate in training on contractual compliance and technical assistance, as required by the Department.

4. Modify Exhibit B, Method and Conditions Precedent to Payment Section 3 by adding Subsection 3.6 to read:

3.6. The Contractor shall provide backup documentation for all reimbursement requests.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

3/29/2021
Date

DocuSigned by:
Christine Santaniello
Name: Christine Santaniello
Title: Director

Seacoast Family Promise

3/29/2021
Date

DocuSigned by:
Pati Frew Waters
Name: Pati Frew Waters
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/1/2021
Date

DocuSigned by:
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

20 mac

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 29, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend existing **Retroactive** agreements with the vendors listed below to provide the State Grant in Aid (SGIA) Homeless Assistance program, by modifying the agreements to have individual price limitations instead of a shared price limitation for vendors listed in the table below and terminating two agreements with vendors as indicated in the table below, and decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604, with no change to the contract completion dates of June 30, 2021, effective retroactive to July 1, 2020 upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Revised Amount	G&C Approval
Bridge House Shelters	165288 - B001	Plymouth NH	Shared	$142,620	June 19,2019 Item #40
Community Action Partnership of Strafford County	177200 - B004	Dover NH	Shared	$6,588	June 19,2019 Item #40
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	Shared	$0	O:
Concord Coalition to End Homelessness	267140 - B001	Bow NH	Shared	$68,709	June 19,2019 Item #40
Cross Roads House	166570 - B001	Portsmouth NH	Shared	$766,784	June 19,2019 Item #40
Families in Transition, NH	157730 - B001	Manchester NH	Shared	$1,658,284	June 19,2019 Item #40
Friends Program	154987 - B001	Concord NH	Shared	$174,710	June 19,2019 Item #40
Helping Hands Outreach Center	174226 - R001	Manchester NH	Shared	$209,516	June 19,2019 Item #40
Hundred Nights, Inc	TBD	Keene NH	Shared	$220,854	June 19,2019 Item #40

Lakes Region Community Developers	156571 - B001	Laconia NH	Shared	$88,761	June 19,2019 Item #40
Marquerites Place	157465 - B001	Nashua NH	Shared	$186,836	June 19,2019 Item #40
My Friend's Place	156274 - B001	Dover NH	Shared	$177,231	June 19,2019 Item #40
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	Nashua NH	Shared	$284,806	June 19,2019 Item #40
New Generation	177295 - B001	Greenland NH	Shared	$162,400	June 19,2019 Item #40
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	Shared	$791,802	June 19,2019 Item #40
Salvation Army Carey House, Laconia	177627 - B001	Laconia NH	Shared	$200,062	June 19,2019 Item #40
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	Concord NH	Shared	$312,915	June 19,2019 Item #40
Seacoast Family Promise	TBD	Exeter NH	Shared	$94,661	June 19,2019 Item #40
Southern NH Services	177198 - B006	Manchester NH	Shared	$0	June 19,2019 Item #40
Southwestern Community Services	177511 - R001	Keene NH 03431	Shared	$527,563	June 19,2019 Item #40
The Front Door Agency	156244 - B001	Nashua NH 03064	Shared	$287,991	June 19,2019 Item #40
The Way Home, Inc	166673 - B001	Manchester NH	Shared	$140,656	June 19,2019 Item #40
Tri-County CAP, Inc	177195 - B009	Berlin NH	Shared	$126,299	July 10, 2019 Item #16
Waypoint	177166 - B002	Manchester NH	Shared	$252,556	June 19,2019 Item #40 A01: August 28, 2019 Item #20B
[redacted]	[redacted]	**Total**	**$7,300,000 (Shared)**	**$6,882,604**	

Funds are available in the following accounts for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because Department's business operations were disrupted by COVID-19 which led to delays in the contract amendment review and approval process.

The purpose of this request is to modify the agreements to have individual price limitations instead of a shared price limitation and to terminate agreements with two (2) Contractors, decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604. The individual price limitations will allow each vendor to more accurately budget and allocate funding to meet the specific needs of the clients within the community.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract. The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Department will monitor the contracted services by requiring the Contractors to submit reports in the HMIS system that include the following:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the State Grant In Aid Homeless Assistance Program

This 1st Amendment to the State Grant in Aid Homeless Assistance Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Seacoast Family Promise, (hereinafter referred to as ("the Contractor"), a nonprofit, with a place of business at 27 Hampton Road, Exeter, NH, 03833.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #40), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, 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, modify the price limitation and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $94.661.

2. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1. to read:

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide, including but not limited to:

3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1.4. to read:

   2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

4. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 1, in its entirety.

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.1, in its entirety.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.2, to read:

   2.2. The Department will reimburse the Contractor based on the total emergency shelter beds in a program as reported to the Department of Housing and Urban Development. The rate includes all services provided in this Contract on behalf of the individual per day.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, Subsection 3.1, to read:

   3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the fiftieth (15th) day of each month, for the previous month, and accompanied by an

invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/24/20
Date

Name: Christine Santaniello
Title: Director, DEHS

Seacoast Family Promise

6/17/2020
Date

Name:
Title: Executive Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

06/25/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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:

JUN07'19 PM 1:49 DAS

40 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 7, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into agreements with the vendors listed below in an amount not to exceed $7,000,000, to provide the State Grant in Aid (SGIA) Homeless Assistance program, effective July 1, 2019, through June 30, 2021, upon Governor and the Executive Council approval. 100% General Funds.

Vendor Name	Vendor Number	Location
Bridge House Shelters	165288 - B001	260 Highland Street Plymouth NH 03264
Community Action Partnership of Strafford County	177200 - B004	577 Central Ave Ste 10 Dover NH 03820
Community Action Program, Belknap and Merrimack	177203 - B003	2 Industrial Park Drive Concord NH 03302
Concord Coalition to End Homelessness	267140 - B001	22 Stack Drive Bow NH 03304
Cross Roads House	166570 - B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition, NH	157730 - B001	122 Market Street Manchester NH 03101
Friends Program	154987 - B001	202 N State Street Concord NH 03301
Helping Hands Outreach Center	174226 - R001	50 Lowell Street Manchester NH 03101
Hundred Nights, Inc	TBD	17 Lamson Street Keene NH 03431
Lakes Region Community Developers	156571 - B001	658 Union Ave Laconia NH 03246
Marquerites Place	157465 - B001	87 Palm Street Nashua NH 03060
My Friend's Place	156274 - B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	2 Quincy Street Nashua NH 03061
New Generation	177295 - B001	9 Tide Mill Road Greenland NH 03840
NH Coalition Against Domestic and Sexual Violence	155510 - B001	One Hundred North Main Street Concord NH 03301

Salvation Army Carey House, Laconia	177627 - B001	177 Union Ave Laconia NH 03246
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	58 Clinton Street Concord NH 03301
Seacoast Family Promise	TBD	27 Hampton Road Exeter NH 03833
Southern NH Services	177198 - B006	40 Pine Street Manchester NH 03108
Southwestern Community Services	177511 - R001	63 Community Way Keene NH 03431
The Front Door Agency	156244 - B001	7 Concord Street, Nashua NH 03064
The Way Home, Inc	166673 - B001	214 Spruce Street Manchester NH 03103
Waypoint	177166 - B002	464 Chestnut Street Manchester NH 03105
		Total: $7,000,000

Funds are available in the following account(s), and are anticipated to be available in State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office. During each State Fiscal Year of the contract, there is a shared price limitation among the vendors of $3,500,000. Consequently, there is no guaranteed minimum or maximum amount of client or service volume.

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	TBD	$3,500,000
2021	102-500731	Contracts for Prog Svc	TBD	$3,500,000
			Total	**$7,000,000**

EXPLANATION

The purpose of this request is to administer the State Grant in Aid (SGIA) Homeless Assistance program. The Contractors listed above shall be required to either: provide emergency shelter services and case management services or case management services only. The Department will reimburse the Contractor at a rate of $11.00 for services provided to each individual per day.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Contractors shall be monitored for performance through reports available from the HMIS system as follows:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

The vendors listed above were selected for this project through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' web site from March 28, 2019 through April 25, 2019. The Department received twenty six (26) eligible applications, with one vendor withdrawing after submission. The applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the applications. The Bid Summary is attached.

As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

State Grant-In-Aid Homeless Assistance Program
RFA Name

RFA-2020-DEHS-01-STATE
RFA Number

Reviewer Names

1.
2.
3.
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Bridge House Shelter		100	90
2. New Generation, Inc.		100	100
3. Marguerite's Place		100	100
4. Southwestern Community Services		100	100
5. Cross Roads House		100	100
6. Community Action Program		100	95
7. Waypoint		100	100
8. Seacoast Family Promise		100	95
9. Nashua Soup Kitchen & Shelter, Inc.		100	100
10. NH Coalition Against Domestic & Sexual Violence		100	100
11. The Salvation Army-Carey House		100	100
12 The Salvation Army-McKenna House		100	100

13	New Hampshire Legal Assistance		100	100
14	Helping Hands Outreach Center		100	100
15	Southern New Hampshire Services		100	100
16	Headrest, Inc.		100	0
17	Tri-County Community Action Program, Inc.		100	100
18	Lakes Region Community Developers		100	100
19	My Friend's Place, Emergency Shelter Program		100	100
20	Families in Transition/New Hampshire		100	100
21	Community Action Partnership of Strafford County		100	100
22	Friends Program		100	100
23	Concord Coalition To End Homelessness		100	70
24	The Front Door Agency-Transformational Housing Program		100	100
25	Hundred Nights		100	100
26	The Way Home, Inc.		100	100
28.	0		100	0
29.	0		100	0
30.	0		100	0
31.	0		100	0

Subject: State Grant in Aid Homeless Assistance Program (RFA-2020-DEHS-01-STATE-18)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. **IDENTIFICATION.**

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Seacoast Family Promise		1.4 Contractor Address 27 Hampton Road Exeter NH 03833	
1.5 Contractor Phone Number 603-658-8448	1.6 Account Number 05-95-42-423010-7927-102-500731	1.7 Completion Date 6/30/21	1.8 Price Limitation 7,000,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Kenneth R. George		1.12 Name and Title of Contractor Signatory Kenneth R. George, Treasurer	

1.13 Acknowledgement: State of New Hampshire County of Rockingham

On May 24, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Sary D. Archambault
Notary Public, State of New Hampshire
My Commission Expires Aug. 26, 2020

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace
Sary Archambault, Notary Public

1.14 State Agency Signature Date: 5/29/19	1.15 Name and Title of State Agency Signatory Christine Santaniello, Director, DEHS
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: Lisa M. Englas	On: 6/5/2019
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials KRG
Date 5/24/19

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials KRG
Date 5/24/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials KRG
Date 5/24/19

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.

2. Scope of Services

2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless or at risk of becoming homeless statewide. Including but not limited to:

2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in RSA 126-A:26.

2.1.3. Operating a facility in accordance with Exhibit C-1 Operation of Facilities: Compliance with Laws and Regulations that includes at a minimum:

2.1.3.1. Building maintenance and repair.

2.1.3.2. Security systems.

2.1.3.3. Heating and possible cooling equipment.

2.1.3.4. Property and business insurance.

2.1.3.5. Utilities and furnishings.

2.1.3.6. Amenities such as bathrooms.

2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless or at-risk of becoming homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

2.1.4.1. Assessing individuals and families' needs for well-being and obtaining housing, and developing an individualized plan to meet those needs.

2.1.4.2. Developing an individualized plan with the types of services and assistance programs to meet their needs.

2.1.4.3. Assisting individuals and families with accessing emergency shelter.

2.1.4.4. Assisting individuals and families with applying for and accessing permanent housing.

2.1.4.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.1.4.6. Assisting individuals and families with accessing community providers and supports, for, including but not limited to, mental health services, substance use treatment, medical care, employment, veterans benefit, financial and food assistance, and education supports.

2.1.5. The Contractor shall comply with the program requirements, which include but are not limited to:

2.1.5.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include but are not limited to:

2.1.5.1.1. Housing First Approach

2.1.5.1.2. Safe and appropriate diversion

2.1.5.1.3. Immediate and low-barrier access

2.1.5.1.4. Housing-focused, rapid exit services

2.1.5.1.5. Data to measure performance

2.1.5.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted on January 23, 2018, that is herein incorporated by reference and as amended.

2.1.5.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions such as but not limited to mental health services, medication stability, sexual orientation, vulnerability to illness, vulnerability to victimization, vulnerability to physical assault, racial equality, marital status or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.1.5.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restrictive by law such as for domestic violence. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.1.5.5. Agreeing to on-site monitoring, on an annual basis, to review compliance, progress, and performance, which includes, but is not limited to:

2.1.5.5.1. Reviewing policies and procedures for services provided.

2.1.5.5.2. Reviewing financial analyses.

2.1.5.5.3. Reviewing for compliance with safety and hazard requirements.

2.1.5.5.4. Reviewing Data and HMIS entry standards.

2.1.5.6. Complying with New Hampshire Administrative Rules He-M 314 Rights of Persons Using Emergency Shelters. http://www.gencourt.state.nh.us/rules/state_agencies.he-m300.html and ensuring that individuals understand their rights

3. Reporting

3.1. The Contractor shall submit monthly reports to the Department, with the corresponding monthly invoice for payment that includes the aggregate number of individuals served, in accordance with Section 2.1.5.4 above, no later than the 10th day of the following month.

3.2. The Contractor shall submit an annual report to the Department, with the aggregate number of individuals served in accordance with Section 2.1.2.4, beginning September 30, 2020 and each year thereafter.

4. Performance Measures

4.1. The Contractor's performance shall be measured to ensure that the data is entered into HMIS in accordance with Section 2.1.5.4, above, and clients are receiving the assistance needed to meet their goals.

4.2. The Contractor shall be monitored for performance through reports available from the HMIS system that include but are not limited to:

4.2.1. Length of time persons remain homeless

4.2.2. The extent to which persons who exit homelessness to permanent housing destinations return to homelessness

4.2.3. Successful exit to permanent housing destinations

Exhibit B

Method and Conditions Precedent to Payment

1. Price Limitation: This agreement is one of multiple agreements that will serve the State Grant in Aid to Homeless program. ***No maximum or minimum client and service volume is guaranteed.*** Accordingly, the price limitation among all agreements is identified in Block 1.8 of the P-37 for the duration of the agreement.
2. The funding source for this agreement for State Grant in Aid (SGIA) Homeless Assistance program are 100% General Funds
   - 2.1. Funds for SGIA Homeless Assistance program across all vendors, statewide, are anticipated to be $7,000,000 and available in the following amounts:
     - 2.1.1. $3,500,000 for State Fiscal Year 2020.
     - 2.1.2. $3,500,000 for State Fiscal Year 2021.
3. Payments shall be made as follows:
   - 3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
   - 3.2. In lieu of hard copies submitted to the address listed in Section 5.4. Exhibit B., all invoices may be assigned an electronic signature and emailed to: housingsupportsinvoices@dhhs.nh.gov
   - 3.3. The Contractor shall keep detailed records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses. The Contractor shall return completed invoices, as provided by the Department, no later than thirty (30) days from the date services are provided.
   - 3.4. The Contractor shall submit completed invoices to:

     State Grant in Aid to Homeless Program
     Bureau of Housing Supports
     Department of Health and Human Services
     Division of Economic and Housing Stability
     129 Pleasant Street
     Concord, NH 03301
     Phone: 603-271-9196
   - 3.5. The State 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.

4. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials KRG
Date 5/24/19

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name:

5/24/19
Date

Name: Kenneth R. George
Title: Treasurer

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:

5/24/19
Date

Name: Kenneth R. George
Title: Treasurer

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

5/24/19
Date

Name: Kenneth R. George
Title: Treasurer

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color; religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name:

5/24/19
Date

Name: Kenneth R. George
Title: Treasurer

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name:

5/24/19
Date

Name: Kenneth R. George
Title: Treasurer

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Seacoast Family Promise
The State	Name of the Vendor
Christine Santaniello	Kenneth R. George
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Kenneth R. George
Name of Authorized Representative	Name of Authorized Representative
Director, DCHS	Treasurer
Title of Authorized Representative	Title of Authorized Representative
5/24/19	5/24/19
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name:

5/24/19
Date

Name: Kenneth R. George
Title: Treasurer

FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: N/A

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 _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Southwestern Community Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), as amended on May 19, 2021, (Tabled Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,432,752

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

Contractor Initials DS BD
Date 10/24/2022

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

10/28/2022
Date

DocuSigned by:
Karen Hebert
626C6CEB1B4A418...
Name: Karen Hebert
Title: Division Director

Southwestern Community Services, Inc.

10/24/2022
Date

DocuSigned by:
Beth Daniels
Name: Beth Daniels
Title: Chief Executive Officer

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/31/2022
Date

DocuSigned by:
Robyn Guarino
74873484494148D...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65514**

Certificate Number: **0005755656**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of April A.D. 2022.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

CERTIFICATE OF AUTHORITY

I, Kevin Watterson, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected ~~Clerk/Secretary~~/Officer of Southwestern Community Services, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/~~shareholders~~, duly called and held on June 18, 2021, at which a quorum of the Directors/~~shareholders~~ were present and voting.
(Date)

VOTED: That Beth Daniels, CEO (may list more than one person)
(Name and Title of Contract Signatory)
is duly authorized on behalf of Southwestern Community Services, Inc. to enter into contracts or agreements with the State (Name of Corporation/ LLC)
of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10/21/2022

Signature of Elected Officer
Name: Kevin Watterson
Title: Chairperson

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ana O'Donnell, CPIW, CIC	
Clark Mortenson Insurance PO Box 606 Keene NH 03431	PHONE (A/C, No, Ext): (603) 352-2121	FAX (A/C, No): (603) 357-8491
	E-MAIL ADDRESS: aodonnell@hilbgroup.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Philadelphia Indemnity Insurance Co.	18058
INSURER B :	Maine Employers Mut Ins Co	11149
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Southwestern Community Services Inc.
63 Community Way
PO Box 603
Keene NH 03431

COVERAGES **CERTIFICATE NUMBER:** 2022 to 2023 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			PHPK2431763	06/30/2022	06/30/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			PHPK2431766	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			PHUB820879	06/30/2022	06/30/2023	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3102800768	04/01/2022	04/01/2023	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	PROFESSIONAL LIABILITY			PHPK2431763	06/30/2022	06/30/2023	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation laws apply for the state of: NH
All Officers are included

CERTIFICATE HOLDER

Department of Health & Human Services Bureau of Contracts &
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

Vision Statement

Southwestern Community Services

SCS seeks to **create** and **support** a climate within the communities of southwestern New Hampshire wherein **poverty is never accepted** as a chronic or permanent condition of any person's life.

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

Mission Statement

Southwestern Community Services

SCS strives to **empower** low income people and families. With **dignity and respect**, **SCS** will provide direct assistance, reduce stressors and advocate for such persons and families as they lift themselves toward **self-sufficiency**.

In **partnership** and close **collaboration** with local communities, **SCS** will provide **leadership** and **support** to develop resources, programs and services to further aid this population.

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020
AND
INDEPENDENT AUDITORS' REPORTS AND
REPORTS ON COMPLIANCE AND INTERNAL CONTROL

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

TABLE OF CONTENTS

	Page(s)
Independent Auditors' Report	1 - 2
Financial Statements:	
Consolidated Statements of Financial Position	3
Consolidated Statement of Activities	4
Consolidated Statements of Functional Expenses	5 - 6
Consolidated Statements of Cash Flows	7 - 8
Notes to Consolidated Financial Statements	9 - 31
Supplementary Information:	
Consolidated Schedules of Functional Revenues and Expenses	32 - 33
Schedule of Expenditures of Federal Awards	34 - 36
Notes to Schedule of Expenditures of Federal Awards	37
Independent Auditors' Reports on Internal Control and Compliance	38 - 41
Schedule of Findings and Questioned Costs	42
Summary Schedule of Prior Audit Findings	43

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statement of financial position as of May 31, 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. and related companies as of May 31, 2021, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Southwestern Community Services, Inc. and related companies' 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 5, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended May 31, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedules of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and the Schedules of Functional Revenues and Expenses, are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 22, 2021, on our consideration of Southwestern Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southwestern Community Services, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

October 22, 2021
Wolfeboro, New Hampshire

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
MAY 31, 2021 AND 2020

ASSETS

	2021	2020
CURRENT ASSETS		
Cash and cash equivalents	$ 1,722,941	$ 1,400,153
Accounts receivable, net	1,781,636	1,201,132
Prepaid expenses	62,628	57,168
Notes receivable	2,357	2,357
Total current assets	3,569,562	2,660,810
PROPERTY		
Land and buildings	28,937,986	19,243,210
Vehicles and equipment	565,380	541,236
Furniture and fixtures	934,441	271,753
Total property	30,437,807	20,056,199
Less accumulated depreciation	14,621,952	8,557,576
Property, net	15,815,855	11,498,623
OTHER ASSETS		
Investment in related parties	138,001	198,492
Due from related parties	55,138	59,067
Cash escrow and reserve funds	1,471,741	809,897
Security deposits	105,790	69,767
Other assets	384	384
Total other assets	1,771,054	1,137,607
Total assets	$ 21,156,471	$ 15,297,040

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 240,586	$ 160,672
Accrued expenses	170,074	87,023
Accrued payroll and payroll taxes	244,003	228,394
Other current liabilities	148,854	149,154
Refundable advances	729,955	290,437
Current portion of long term debt	142,174	125,324
Total current liabilities	1,675,646	1,041,004
NONCURRENT LIABILITIES		
Long term debt, less current portion shown above	11,300,411	8,905,857
Economic Injury Disaster Loan	150,000	-
Paycheck Protection Program loan	-	439,070
Total noncurrent liabilities	11,450,411	9,344,927
Total liabilities	13,126,057	10,385,931
NET ASSETS		
Without donor restrictions	7,815,065	4,766,637
With donor restrictions	215,349	144,472
Total net assets	8,030,414	4,911,109
Total liabilities and net assets	$ 21,156,471	$ 15,297,040

See Notes to Consolidated Financial Statements

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED MAY 31, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2021 Total	2020 Total
REVENUES AND OTHER SUPPORT				
Government contracts	$ 14,451,497	$ -	$ 14,451,497	$ 10,619,721
Program service fees	2,708,902	-	2,708,902	2,605,816
Rental income	1,657,741	-	1,657,741	1,165,032
Developer fee income	-	-	-	1,508
Support	465,614	136,024	601,638	593,610
Sponsorship	21,703	-	21,703	26,546
Interest income	1,402	-	1,402	9,224
Forgiveness of debt	518,501	-	518,501	79,338
Miscellaneous	239,096	-	239,096	148,113
In-kind contributions	65,414	-	65,414	167,553
Total revenues and other support	20,129,870	136,024	20,265,894	15,416,461
NET ASSETS RELEASED FROM RESTRICTIONS	65,147	(65,147)	-	-
Total revenues, other support, and net assets released from restrictions	20,195,017	70,877	20,265,894	15,416,461
EXPENSES				
Program services				
Home energy programs	5,559,497	-	5,559,497	5,153,989
Education and nutrition	2,629,099	-	2,629,099	2,687,612
Homeless programs	5,516,502	-	5,516,502	2,060,655
Housing services	2,913,953	-	2,913,953	2,433,660
Economic development services	621,784	-	621,784	737,663
Other programs	750,430	-	750,430	775,342
Total program services	17,991,265	-	17,991,265	13,848,921
Supporting activities				
Management and general	1,948,672	-	1,948,672	1,761,642
Total expenses	19,939,937	-	19,939,937	15,610,563
CHANGE IN NET ASSETS BEFORE LOSS ON SALE OF PROPERTY	255,080	70,877	325,957	(194,102)
LOSS ON SALE OF PROPERTY	-	-	-	(140)
LOSS ON INVESTMENT IN LIMITED PARTNERSHIPS	(60,897)	-	(60,897)	(236)
CHANGE IN NET ASSETS	194,183	70,877	265,060	(194,478)
NET ASSETS, BEGINNING OF YEAR	4,766,637	144,472	4,911,109	5,105,587
NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIPS	2,854,245	-	2,854,245	-
NET ASSETS, END OF YEAR	$ 7,815,065	$ 215,349	$ 8,030,414	$ 4,911,109

See Notes to Consolidated Financial Statements

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED MAY 31, 2021

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2021 Total
Payroll	$ 486,387	$ 1,518,514	$ 491,084	$ 725,103	$ 350,843	$ 439,136	$ 4,011,067	$ 752,116	$ 4,763,183
Payroll taxes	25,674	106,568	37,005	43,514	30,248	33,024	276,033	120,497	396,530
Employee benefits	171,270	381,988	144,229	263,870	55,553	180,793	1,197,703	46,508	1,244,211
Retirement	32,604	85,776	24,671	51,308	20,760	14,238	229,357	66,965	296,322
Advertising	-	3,100	386	1,295	1,638	-	6,419	133	6,552
Bank charges	10	-	1,130	4,109	-	11	5,260	8,766	14,026
Computer cost	225	28,110	12,051	7,765	16,171	-	64,322	183,132	247,454
Contractual	1,007,401	12,804	42,954	61,431	680	48,737	1,174,007	59,518	1,233,525
Depreciation	-	26,438	117,967	603,938	-	7,620	755,963	153,192	909,155
Dues/registration	-	2,290	-	320	543	-	3,153	8,619	11,772
Duplicating	69	8,160	-	-	-	-	8,229	4,588	12,817
Insurance	5,539	15,035	33,483	57,881	15,298	6,890	134,126	43,490	177,616
Interest	-	5,955	5,983	48,121	-	1,690	61,749	113,918	175,667
Meeting and conference	-	-	-	840	154	133	1,127	1,637	2,764
Miscellaneous expense	2,883	-	1,242	82,239	9,546	1,359	97,249	2,675	99,924
Miscellaneous taxes	-	-	-	101,224	-	-	101,224	300	101,524
Equipment purchases	386	3,330	-	6,521	-	-	10,237	2,808	13,045
Office expense	19,084	17,479	60,872	11,834	2,568	749	112,586	49,579	162,165
Postage	300	368	126	37	348	-	1,179	31,999	33,178
Professional fees	1,050	-	3,300	38,627	-	-	42,077	81,034	124,011
Staff development and training	3,406	1,327	165	2,488	614	1,185	9,185	17,341	26,526
Subscriptions	-	-	-	98	-	-	98	2,767	2,865
Telephone	2,429	3,106	20,692	18,872	2,299	1,117	48,515	47,535	96,050
Travel	6,104	12,328	7,212	9,515	16,338	-	51,497	5,675	57,172
Vehicle	6,147	4,170	1,748	41,329	35,941	9,852	99,187	3,912	103,099
Rent	-	24,659	-	-	21,112	-	45,771	-	45,771
Space costs	-	122,478	384,093	718,703	16,731	114	1,242,119	139,968	1,382,087
Direct client assistance	3,788,549	179,702	4,126,109	12,971	24,399	3,782	8,135,512	-	8,135,512
In-kind expenses	-	65,414	-	-	-	-	65,414	-	65,414
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	5,559,497	2,629,099	5,516,502	2,913,953	621,784	750,430	17,991,265	1,948,672	19,939,937
Allocation of management and general expenses	602,161	284,763	597,504	315,616	67,347	81,281	1,948,672	(1,948,672)	-
TOTAL FUNCTIONAL EXPENSES	$ 6,161,658	$ 2,913,862	$ 6,114,006	$ 3,229,569	$ 689,131	$ 831,711	$ 19,939,937	$ -	$ 19,939,937

See Notes to Consolidated Financial Statements

DocuSign Envelope ID: 73DA2280-0853-4DF7-83CD-ECFB8B8A344D

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED MAY 31, 2020

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and and General	2020 Total
Payroll	$ 487,456	$ 1,374,787	$ 335,905	$ 735,214	$ 435,177	$ 424,014	$ 3,772,553	$ 731,826	$ 4,504,379
Payroll taxes	36,287	107,590	25,566	56,083	35,147	32,738	293,411	55,964	349,375
Employee benefits	135,770	412,407	121,495	271,770	85,902	193,929	1,221,273	45,011	1,266,284
Retirement	29,265	71,941	19,791	58,108	21,016	13,973	214,094	64,115	278,209
Advertising	728	3,084	83	2,632	3,999	2,100	12,626	591	13,217
Bank charges	4	-	17	4,117	-	54	4,192	7,456	11,648
Bad debt expense	-	45	195	-	-	-	240	4,000	4,240
Computer cost	-	28,124	5,538	8,120	15,541	-	57,323	166,243	223,566
Contractual	776,055	18,582	13,624	27,752	2,719	74,250	912,982	41,190	954,172
Depreciation	-	27,369	108,291	368,399	-	10,913	512,972	150,280	663,252
Dues/registration	-	977	-	495	468	-	1,940	9,720	11,660
Duplicating	-	7,480	-	-	-	-	7,480	5,684	13,164
Insurance	6,667	13,010	24,560	56,680	14,271	5,968	121,156	36,841	157,997
Interest	-	7,198	7,527	36,985	-	-	51,710	114,881	166,591
Meeting and conference	457	1,042	262	4,913	1,118	2,029	9,821	13,879	23,700
Miscellaneous expense	3,543	1,597	60	44,189	4,722	163	54,274	18,105	72,379
Miscellaneous taxes	-	-	-	61,942	-	-	61,942	200	62,142
Equipment purchases	24,948	1,646	-	6,426	-	-	33,020	30	33,050
Office expense	20,017	8,744	6,002	9,148	10,480	33	54,424	24,136	78,560
Postage	240	261	123	189	252	-	1,065	24,447	25,512
Professional fees	2,045	-	3,200	28,718	-	706	34,669	89,175	123,844
Staff development and training	-	2,135	648	1,208	415	3,088	7,494	2,787	10,281
Subscriptions	-	-	-	95	-	-	95	1,801	1,896
Telephone	2,283	1,968	17,624	17,959	3,179	1,166	44,179	41,601	85,780
Travel	6,792	16,310	12,602	7,545	30,585	15	73,849	3,031	76,880
Vehicle	3,902	5,121	5,574	30,678	36,849	9,696	91,820	8,202	100,022
Rent	-	25,570	-	-	-	-	25,570	-	25,570
Space costs	-	174,312	352,469	583,375	2,699	89	1,112,944	100,446	1,213,390
Direct client assistance	3,637,530	208,759	999,499	12,920	33,124	418	4,892,250	-	4,892,250
In-kind expenses	-	167,553	-	-	-	-	167,553	-	167,553
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	5,153,989	2,687,612	2,060,655	2,433,660	737,663	775,342	13,848,921	1,761,642	15,610,563
Allocation of management and general expenses	655,609	341,876	262,124	309,572	93,834	98,627	1,761,642	(1,761,642)	-
TOTAL FUNCTIONAL EXPENSES	$ 5,809,598	$ 3,029,488	$ 2,322,779	$ 2,743,232	$ 831,497	$ 873,969	$ 15,610,563	$ -	$ 15,610,563

See Notes to Consolidated Financial Statements

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 265,060	$ (194,478)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	909,155	663,252
Loss on disposal of property	-	140
Loss on investment in limited partnerships	60,897	236
Forgiveness of debt	(518,501)	(79,338)
Decrease (increase) in assets:		
Accounts receivable	(580,504)	42,337
Prepaid expenses	31,348	(5,446)
Interest receivable	-	45,547
Due from related parties	3,929	35
Security deposits	(2,242)	(6,771)
(Decrease) increase in liabilities:		
Accounts payable	22,045	(230,941)
Accrued expenses	36,929	(32,597)
Accrued payroll and payroll taxes	15,609	(5,506)
Other current liabilities	(300)	10,414
Refundable advances	439,518	109,443
Interest payable	-	(49,547)
NET CASH PROVIDED BY OPERATING ACTIVITIES	682,943	266,780
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property	(432,400)	(136,174)
NET CASH USED IN INVESTING ACTIVITIES	(432,400)	(136,174)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from long term debt	85,000	36,679
Repayment of long term debt	(272,062)	(127,826)
Proceeds from Economic Injury Disaster Loan	150,000	-
Proceeds from Paycheck Protection Program	-	439,070
NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES	(37,062)	347,923
NET INCREASE IN CASH AND RESTRICTED CASH	213,481	478,529
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	2,210,050	1,731,521
CASH AND RESTRICTED CASH TRANSFERRED FROM LIMITED PARTNERSHIPS	771,151	-
CASH AND RESTRICTED CASH, END OF YEAR	$ 3,194,682	$ 2,210,050

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

	2021	2020
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 175,005	$ 165,929
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Property financed by long term debt	$ 787,599	$ -
Transfer of assets from newly consolidated LPs:		
Prepaid expenses	$ 36,807	$ -
Land and buildings	3,382,003	-
Furniture and fixtures	624,491	-
Security deposits	33,781	-
Total transfer of assets from newly consolidated LPs	$ 4,077,082	$ -
Transfer of liabilities from newly consolidated LPs:		
Accounts payable	$ 57,865	$ -
Accrued expenses	46,122	-
Due to related parties	-	-
Long term debt	1,890,298	-
Total transfer of liabilities from newly consolidated LPs	$ 1,994,285	$ -
Total partners' capital from newly consolidated LPs	$ 2,853,948	$ -
Partners' capital previously recorded as investment in related parties	297	-
Total transfer of partners' capital from newly consolidated LPs	$ 2,854,245	$ -

See Notes to Consolidated Financial Statements

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Southwestern Community Services, Inc. is a New Hampshire nonprofit corporation formed as an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc., and its related corporations, SCS Management Corporation, SCS Housing, Inc., SCS Development Corporation, SCS Housing Development, Inc., and various limited partnerships, as described below. The Organization is committed to providing respectful support services and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts.

Principles of Consolidation

The consolidated financial statements include the accounts of Southwestern Community Services, Inc. and the following entities (collectively the Organization) as Southwestern Community Services, Inc. has both an economic interest and control of the entities through a majority voting interest in their governing board. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements.

- SCS Management Corporation
- SCS Housing, Inc.
- SCS Development Corporation
- SCS Housing Development, Inc.
- Drewsville Carriage House Associates, Limited Partnership (Drewsville)
- Troy Senior Housing Associates, Limited Partnership (Troy Senior)
- Keene East Side Senior Housing Associates, Limited Partnership (Keene East Side)
- Winchester Senior Housing Associates, Limited Partnership (Winchester)
- Swanzey Township Housing Associates, Limited Partnership (Swanzey)
- Snow Brook Meadow Village Housing Associates, Limited Partnership (Snow Brook)
- Keene Highland Housing Associates, Limited Partnership (Keene Highland)
- Warwick Meadow Housing Associates, Limited Partnership (Warwick)

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Basis of Accounting

The consolidated financial statements of the Organization have been prepared utilizing the accrual basis of accounting in accordance with generally accepted accounting principles.

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor-imposed restrictions.

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

As of May 31, 2021 and 2020, the Organization had net assets without donor restrictions and with donor restrictions.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended May 31, 2020 from which the summarized information was derived.

Refundable Advances

The Organization records grant and contract revenue as refundable advances until it is expended for the purpose of the grant or contract, at which time it is recognized as revenue.

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

In-Kind Support

The Organization records various types of in-kind support including professional services and materials. Contributed professional services are recognized if the service received creates or enhances long-lived assets or requires specialized skill, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received.

Estimates

The presentation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents.

The following table provides a reconciliation of cash and restricted cash reported within the statements of financial position that sum to the total in the statements of cash flows as of May 31:

	2021	2020
Cash, operations	$ 1,722,941	$ 1,400,153
Cash escrow and reserve funds	1,471,741	809,897
Total cash and restricted cash	$ 3,194,682	$ 2,210,050

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at May 31, 2021 and 2020. The Organization has no policy for charging interest on overdue accounts.

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Current Vulnerability Due to Certain Concentrations

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change. For the years ended May 31, 2021 and 2020, approximately 71% and 69%, respectively, of the Organization's total revenue was received from government agencies. The future nature of the Organization is dependent upon continued support from the government.

Concentration of Credit Risk

The Organization maintains its cash accounts in several financial institutions, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

Property and Depreciation

Purchased property and equipment are stated at cost at the date of acquisition or at fair value at the date of receipt in the case of donated property. The Organization generally capitalizes and depreciates all assets with a cost greater than $5,000 and an expected life greater than one year. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 40 Years
Vehicles and equipment	5 - 10 Years
Furniture and fixtures	7 Years

The use of certain assets is specified under the terms of grants received from agencies of the federal government. These grants also place liens on certain assets and impose restrictions on the use of funds received from the disposition of the property. Depreciation expense for the years ended May 31, 2021 and 2020 totaled $909,155 and $663,252, respectively.

Advertising

The Organization expenses advertising costs as incurred.

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Income Taxes

Southwestern Community Services, Inc. and SCS Management Corporation are exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not private foundations. As such, they are exempt from income tax on their exempt function income.

SCS Housing, Inc., SCS Development Corporation and SCS Housing Development, Inc. are taxed as corporations. SCS Housing Inc. has federal net operating loss carryforwards available for the May 31, 2021 and 2020 tax returns totaling $1,230,191 and $1,135,222, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2027. SCS Development Corporation has federal net operating loss carryforwards totaling $542 and $555 at May 31, 2021 and 2020, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2022. SCS Housing Development, Inc. has federal net operating loss carryforwards totaling $59,861 and $35,574 at May 31, 2021 and 2020, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2035.

The tax effects of the carryforwards as related to deferred tax assets is as follows as of May 31, 2021 and 2020:

	2021	2020
Tax benefit from loss carryforwards	$271,025	$246,404
Valuation allowance	(271,025)	(246,404)
Deferred tax asset	$ -	$ -

Drewsville, Troy Senior, Winchester, Keene East Side, Swanzey, Snow Brook, Keene Highland, and Warwick are taxed as partnerships. Federal income taxes are not payable by, or provided for these entities. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

Accounting Standard Codification No. 740, "Accounting for Income Taxes," established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. Management has analyzed the Organization's tax position taken on its income tax returns for all open years and has concluded that no additional provision for income taxes is necessary in the Organization's financial statements.

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Fair Value of Financial Instruments

FASB ASC Topic No. 820-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The carrying amount of cash, accounts receivables, prepaid expenses, accounts payable, accrued expenses, and refundable advances approximates fair value because of the short maturity of those instruments.

Revenue Recognition

Amounts received from conditional grants and contracts received for specific purposes are generally recognized as income to the extent that related expenses and conditions are incurred or met. Conditional grants received prior to the conditions being met are reported as refundable advances. Contributions of cash and other assets are reported as with donor restrictions if they are received with donor imposed stipulations that limit the use of the donated assets. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as without donor restrictions.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Revenue Recognition (continued)

Program Service Revenue

Program service revenue is recognized as revenue when the services are performed.

Rental Revenue

The Organization derives revenues from the rental of apartment units. Revenues are recognized as income, monthly, when rents become due and control of the apartment units is transferred to the lessees. The individual leases are for a term of one year and are cancelable by the tenants. Control of the leased units is transferred to the lessee in an amount that reflects the consideration the Partnership expects to be entitled to in exchange for the leased units. The cost incurred to obtain a lease will be expensed as incurred.

Performance Obligations and Contract Assets and Liabilities

The performance obligations related to the lease contracts and program services are satisfied at a point in time. Revenue from performance obligations satisfied at a point in time consist of monthly rental payments and fees for program services. There are no contract assets or liabilities for the years ended May 31, 2021 and 2020.

New Accounting Pronouncement

In May 2014, FASB issued ASU 2014-09 (Topic 606) – Revenue from Contracts with Customers. The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue from cash flows arising from contracts with customers. The Organization adopted the new standard effective June 1, 2020, the first day of the Organization's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for any of the applicable revenue streams; as such, no cumulative effect adjustment was recorded. See revenue recognition policy above.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, rent, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use.

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Functional Allocation of Expenses (continued)
The costs of providing certain program and supporting services have been directly charged.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human services. The indirect cost rate is 12% effective from June 1, 2019 through May 31, 2022.

NOTE 2 BANK LINE OF CREDIT

The Organization has a $250,000 revolving line of credit agreement with a bank. Interest is due monthly and is stated at the Wall Street Journal Prime Rate or at a floor rate of 4%. The line is secured by all the Organization's assets. As of May 31, 2021 and 2020, the interest rate was 4%. There was no outstanding balance at May 31, 2021 and 2020.

NOTE 3 LONG TERM DEBT

The long term debt at May 31, 2021 and 2020 consisted of the following:

	2021	2020
1% mortgage payable to New Hampshire Housing in monthly installments for principal and interest of $891 through August 2032. The note is secured by real estate of the Organization (NHHFA, 96 Main Street).	$ 127,000	$ 136,370
Non-interest bearing mortgage payable to Community Development Finance Authority, in quarterly principal payments based on an operating income formula applied to affordable housing portion of the specified real estate. The note is secured by real estate of the Organization (CDFA, 96 Main Street).	27,589	29,589
5.25% note payable to a bank in monthly installments for principal and interest of $988 through March 2021. The note was paid in full during the year ended May 31, 2021. The note was secured by real estate of the Organization (People's United Bank, Ashuelot).	-	9,652

NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through September 2031, or until project is sold or refinanced. The note is secured by real estate of the Organization (NHHFA, 17 Pearl).	242,708	244,505
Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through July 2032, unless there is surplus cash from which to make a payment, or until project is sold or refinanced. The note is secured by real estate of the Organization (NHHFA, 41-43 Central).	376,066	376,363
4.25% mortgage payable to a bank in monthly installments for principal and interest of $1,875 through December 2016, with a balloon payment that was due January 2017. The note was amended during the year ended May 31, 2019, and is now due December 2026. Under the amendment, interest rate is 4.94% and monthly installments for principal and interest are $1,957 The note is secured by real estate of the Organization (People's United Bank, Milestones).	112,702	130,230
4.375% note payable to Rural Housing Service in monthly installments for principal and interest of $11,050 through May 2049. The note is secured by real estate of the Organization (TD Bank, Keene Office).	2,134,970	2,175,749
Non-interest bearing note payable to Cheshire County in New Hampshire. Payment is not necessary unless Organization defaults on contract. The note is secured by real estate of the Organization (CDBG, Keene Office).	460,000	460,000

NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Note payable to a bank in monthly installments for principal and interest of $2,463 including interest through May 2039. Interest is adjusted every five years based on remaining principal balance and "Classic Advantage Rate" provided by Federal Home Loan Bank of Boston which resulted in an interest rate of 4.67% at May 31, 2021 and 2020. The note is secured by real estate of the Organization (TD Bank, Keene Office/Community Way).	376,617	389,578
5.19% note payable to a bank in monthly installments for principal and interest of $889 through May 2021. The note was paid in full during the year ended May 31, 2021. The note was secured by real estate of the Organization (TD Bank, 45 Central Street).	-	88,433
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization (HUD, Ashuelot).	75,000	100,000
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization (HUD, 112 Charlestown Road).	45,000	60,000

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Non-interest bearing note payable to New Hampshire Housing in annual payments in the amount of 50% of annual surplus cash through July 2042 at which time the remaining balance is due. The note is secured by real estate of the Organization (NHHFA, Second Chance).	794,189	794,189
Non-interest bearing note payable to a county in New Hampshire. No payment is due and 5% of the balance is forgiven each year through 2032 when the remaining balance becomes due. The note is secured by real estate of the Organization (CDBG, Second Chance).	311,808	328,219
Non-interest bearing note payable to a county in New Hampshire, relating to an agreement between the City of Keene and SCS for the purpose of renovating Keene shelters. In total, SCS will receive $472,000 from CDBG. SCS will receive the funds as progress is made. The note is secured by real estate of the Organization and will be fully forgiven providing the facility serves low- and moderate-income individuals for 20 years (CDBG, Keene Shelter).	326,899	9,500
5.54% note payable to a finance company in monthly installments for principal and interest of $543 through August 2022. The note is secured by a vehicle (Ally, Econoline Van).	7,815	12,637
6.54% note payable to a finance company in monthly installments for principal and interest of $442 through November 2023. The note was paid in full during the year ended May 31, 2021. The note was secured by a vehicle (Ally, GMC Acadia).	-	15,903
2.99% note payable to a bank in monthly installments for principal and interest of $820 through May 2031. The note is secured by real estate of the Organization (Savings Bank of Walpole, 45 Central Street).	84,395	-

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Non-interest bearing note payable to a county in New Hampshire, relating to an agreement between the City of Keene and SCS for the purpose of renovating Keene shelters. In total, SCS will receive $472,000 from CDBG. SCS will receive the funds as progress is made. The note is secured by real estate of the Organization and will be fully forgiven providing the facility serves low- and moderate-income individuals for 20 years (CDBG, Elm Street Shelter).	189,100	-
Non-interest bearing note payable to the City of Keene, New Hampshire. The note expires in June 2022 and payment is not necessary unless the Organization defaults on contract. The note is secured by real estate of the Organization (City of Keene, 139 Roxbury Street).	77,100	-
Non-interest bearing note payable to the City of Keene, New Hampshire, with an original balance of $240,000 reduced to $204,000 when the Organization acquired the note from Keene Housing in July 2020. No payment is due and 5% of the balance is forgiven each year through June 2037. The note is secured by real estate of the Organization (City of Keene, 139 Roxbury Street).	204,000	-
Troy Senior - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in June 2029. The note is secured by real estate of the Organization (CDBG).	640,000	640,000
Troy Senior - Non-interest bearing note payable to New Hampshire Housing Finance Authority to fund energy efficient improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHHFA).	140,210	140,210

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Keene East Side - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in December 2028. The note is secured by real estate of the Organization (CDBG).	900,000	900,000
Keene East Side - Non-interest bearing note payable to New Hampshire Community Development Finance Authority (CDFA) to fund energy upgrades and capital improvements. Beginning in 2016, 10% of the note is forgiven each year based on the rolling balance. The mortgage may be released after ten years in January 2026. The note is secured by real estate of the Organization (CDFA).	139,860	162,880
Keene East Side - Non-interest bearing note payable to New Hampshire Housing to fund energy efficient improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHHFA).	228,934	228,934
Swanzey - Non-recourse, 4.90% simple interest mortgage note payable to the New Hampshire Housing (HOME), due September, 2033, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	287,710	289,996
Swanzey - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due September 2043, payable in monthly installments of $1,698, including interest at 2.35% secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 40 year term of the mortgage.	353,561	365,474

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Snow Brook - Non-recourse, mortgage note payable to New Hampshire Housing, due July 2057, payable in monthly installments of $2,002 including interest at 4.35% secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	436,974	441,872
Snow Brook - Non-recourse, zero interest mortgage note payable to New Hampshire Housing (AHF), due June 2034, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	237,173	237,173
Winchester - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due May 2032, payable in monthly installments of $370, including interest at 2.00%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHHFA).	43,450	46,978
Winchester - Non-recourse, zero interest bearing mortgage note payable to New Hampshire Housing (FAF), due May 2032, payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30-year term of the mortgage note (NHHFA).	79,609	85,028
Winchester - Non-recourse, zero interest bearing, direct subsidy AHP loan secured by the Partnership's land and buildings, subject to low-income housing restrictions under the terms of the AHP agreement. In the event of a default under the aforementioned agreement, the loan is due upon demand with interest accrued at a rate of 11.67% for the period the funds were outstanding (Federal Home Loan Bank).	150,000	150,000

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Keene Highland - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due August 2035, payable in monthly installments of $3,122, including interest at 2.90%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHHFA).	434,765	-
Keene Highland - 30 year, zero interest, non-recourse deferred mortgage note payable to the City of Keene, New Hampshire due June 2035, payment of principal is deferred until the due date, secured by land and buildings (City of Keene).	915,000	-
Warwick - 30 year, zero interest, non-recourse deferred mortgage note payable to the Town of Winchester, New Hampshire due August 2036, payment of principal is deferred until the due date, secured by land and buildings (Town of Winchester).	500,000	-
Total long-term debt before unamortized deferred financing costs	11,460,204	9,049,462
Unamortized deferred financing costs	(17,619)	(18,281)
	11,442,585	9,031,181
Less current portion due within one year	142,174	125,324
	$11,300,411	$ 8,905,857

The schedule of maturities of long term debt at May 31, 2021 is as follows:

Year Ending May 31	Amount
2022	$ 142,174
2023	142,488
2024	146,073
2025	151,449
2026	157,310
Thereafter	10,720,710
Total	$11,460,204

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

NOTE 4 OPERATING LEASES

The Organization leases facilities, equipment and vehicles under non-cancelable lease agreements at various financial institutions. Lease periods range from month to month to 2025. Monthly lease payments range from $900 to $3,625. Lease expense for the years ended May 31, 2021 and 2020 totaled $148,143 and $140,758, respectively.

Future minimum payments as of May 31, 2021 on the above leases are as follows:

Year Ending May 31	Amount
2022	$ 69,243
2023	1,050
2024	720
2025	120
Total	$ 71,133

NOTE 5 ACCRUED COMPENSATED BALANCES

At May 31, 2021 and 2020, the Organization accrued a liability for future annual leave time that its employees had earned and vested in the amount of $144,916 and $141,970, respectively.

NOTE 6 CONTINGENCIES

Southwestern Community Services, Inc. is the 100% owner of SCS Housing, Inc. and SCS Housing Development, Inc. SCS Housing, Inc. and SCS Housing Development, Inc. are the general partners of eight limited partnerships formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc., SCS Housing, Inc. and SCS Housing Development, Inc. have guaranteed repayment of liabilities of various partnerships totaling approximately $11,927,000 and $13,988,000 at May 31, 2021 and 2020, respectively.

Partnership real estate with a cost basis of approximately $27,348,000 and $35,896,000 at May 31, 2021 and 2020, respectively, provides collateral on these loans.

NOTE 6 CONTINGENCIES (continued)

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If costs were found not to have been incurred in compliance with the laws and regulations, the Organization might be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of May 31, 2021 and 2020.

NOTE 7 RELATED PARTY TRANSACTIONS

During the years ended May 31, 2021 and 2020, SCS Housing, Inc. managed nine and eleven limited partnerships, respectively. Management fees charged by SCS Housing, Inc. totaled $228,239 and $295,814, for the years ended May 31, 2021 and 2020, respectively. Additionally, SCS Housing, Inc. has advanced the limited partnerships funds for cash flow purposes over several years.

The Organization has also advanced funds to a related entity for Department of Housing and Urban Development (HUD) sponsorship purposes.

The total amounts due and expected to be collected from the limited partnerships and related entities totaled $55,138 and $59,067 at May 31, 2021 and 2020, respectively.

NOTE 8 EQUITY INVESTMENT

Southwestern Community Services, Inc. and related companies use the equity method to account for their financial interests in the following companies:

	2021	2020
Cityside Housing Associates, LP	$ (9,509)	$ (9,505)
Marlborough Homes, LP	(43)	(27)
Payson Village Senior Housing Associates, LP	(12,524)	(12,514)
Railroad Square Senior Housing Associates, LP	(2,247)	(2,071)
Warwick Meadows Housing Associates, LP	-	(28)
Woodcrest Drive Housing Associates, LP	180,727	222,842
Westmill Senior Housing, LP	49	64
Keene Highland Housing Associates, LP	-	(269)
Alstead Senior Housing Associates, LP	(18,452)	(18,441)
	$ 138,001	$ 180,051

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

NOTE 8 EQUITY INVESTMENT (continued)

SCS Housing Development, Inc. is a 0.01% partner of Cityside Housing Associates, LP, Marlborough Homes, LP, Payson Village Senior Housing Associates, LP, Warwick Meadows Housing Associates, LP, Woodcrest Drive Housing Associates, LP, and Alstead Senior Housing Associates, LP, a 0.10% partner of Railroad Square Senior Housing Associates, LP, and a 1% partner of Westmill Senior Housing, LP during the years ended May 31, 2021 and 2020.

SCS Housing, Inc. is a 0.01% partner of Winchester Senior Housing Associates, LP, Swanzey Township Housing Associates, LP, Snow Brook Meadow Village Housing Associates, LP, and Keene Highland Housing Associates, LP during the years ended May 31, 2021 and 2020.

The remaining 99.99% ownership interest in Keene Highland Housing Associates, LP and Warwick Meadow Housing Associates, LP were acquired by Southwestern Community Services, Inc. during the year ending May 31, 2021 (see **Note 13**), and therefore the limited partnerships are included in the consolidated financial statements for the year ended May 31, 2021.

Summarized financial information for entities accounted for under the equity method, as of May 31, 2021 and 2020, consists of the following:

	2021	2020
Total assets	$ 53,169	$ 56,632
Total liabilities	15,200	16,530
Capital/Member's equity	37,969	40,102
	$ 53,169	$ 56,632
Income	$ 3,267	$ 3,408
Expenses	4,719	4,707
Net loss	$ (1,452)	$ (1,299)

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

NOTE 9 RETIREMENT PLAN

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the internal Revenue Code. All employees who have had at least 30 days of service to the Organization are eligible to contribute to the plan. The Organization begins matching contributions after the employee has reached one year of service. Employer contributions are at the Organization's discretion and totaled $296,322 and $278,209 for the years ended May 31, 2021 and 2020, respectively.

NOTE 10 RESTRICTIONS ON NET ASSETS

Net assets with donor restrictions are available for the following purposes:

	2021	2020
NNECAC – Annual Conference Fund	$ 16,646	$ 4,814
GAPS/Warm Fund	101,736	91,725
Transport	90,000	40,000
HS Parents Association	6,967	7,933
Total net assets with donor restrictions	$ 215,349	$ 144,472

NOTE 11 BOARD DESIGNATED NET ASSETS

The board designates a portion of the unrestricted net assets for WM Marcello GAPS funds. There was $12,790 and $14,888 designated by the board at May 31, 2021 and 2020, respectively.

NOTE 12 FORGIVENESS OF DEBT

During the years ended May 31, 2021 and 2020, the Organization realized forgiveness of debt income in connection with notes payable to Community Development Block Grant, HUD and Community Development Finance Authority. Forgiveness of debt income totaled $79,431 and $79,338 for the years ended May 31, 2021 and 2020, respectively.

The Organization recognized forgiveness of debt of $439,070 related to the Paycheck Protection Program during the year ended May 31, 2021. See additional detail at **Note 15**.

NOTE 13 TRANSFER OF PARTNERSHIP INTERESTS

During the year ended May 31, 2021, Southwestern Community Services, Inc. acquired a partnership interest in two low-income housing limited partnerships: Keene Highland and Warwick. The amount paid for the partnership interest in Keene Highland and Warwick was $1 each, and at the time of acquisition, Southwestern Community Services, Inc. became the general partner.

The following is a summary of the assets and liabilities of the partnerships at the date of acquisition:

	Keene Highland	Warwick
Date of Transfer	07/01/2020	01/01/2021
Cash	$ 156,907	$ 68,061
Security deposits	21,321	12,460
Cash reserves	391,456	154,727
Property, net	2,769,245	1,237,249
Other assets	25,946	10,861
Total assets	3,364,875	1,483,358
Notes payable	1,372,220	518,078
Other liabilities	85,048	18,939
Total liabilities	1,457,268	537,017
Partners' capital	1,907,607	946,341
Partners' capital previously recorded as an investment in related parties	269	28
Partners' capital transferred	$ 1,907,876	$ 946,369

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

NOTE 14 LIQUIDITY AND AVAILABILITY

The following represents Southwestern Community Services, Inc. and related companies' financial assets as of May 31, 2021 and 2020:

	2021	2020
Financial assets at year end:		
Cash and cash equivalents	$ 1,722,941	$ 1,400,153
Accounts receivable	1,781,636	1,201,132
Due from related party	55,138	59,067
Notes receivable	2,357	2,357
Cash escrow and reserve funds	1,471,741	809,897
Total financial assets	5,033,813	3,472,606
Less amounts not available to be used within one year:		
Due from related party	(55,138)	(59,067)
Notes receivable	(2,357)	(2,357)
Reserve funds	(1,471,741)	(809,897)
Total amounts not available within one year	(1,529,236)	(871,321)
Financial assets available to meet general expenditures over the next twelve months	$ 3,504,577	$ 2,601,285

The Organization has a goal to maintain unrestricted cash on hand to meet 30 days of normal operating expenditures, which are, on average, approximately $1,559,000 and $1,215,000 at May 31, 2021 and 2020, respectively. The Organization has a $250,000 line of credit available to meet cash flow needs.

NOTE 15 PAYCHECK PROTECTION PROGRAM

In April 2020, the Organization received loan proceeds in the amount of $439,070 under the Paycheck Protection Program (PPP). The PPP, is established as part of the Coronavirus Aid, Relief and Economic Security Act (CARES Act). If the Organization did not meet the loan criteria, the unforgiven portion of the PPP loan is payable over five years at an interest rate of 1%, with a deferral of payments for the first ten months. The Organization has used the proceeds for purposes consistent with the PPP and the PPP loan has been forgiven in full. Therefore, forgiveness of the loan totaling $439,070 has been recognized on the Consolidated Statement of Activities for the year ended May 31, 2021.

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

NOTE 16 ECONOMIC INJURY DISASTER LOAN

During June 2020, the Organization received an Economic Injury Disaster Loan (EIDL) from the Small Business Administration with proceeds in the amount of $150,000. The EIDL is payable over 30 years at an interest rate of 2.75% with a deferral of payments for one year from the date of the note. Installments, including principal and interest, of $641 monthly begin in June 2021. The balance of principal and interest will be payable in May 2050. The loan is secured by the Small Business Administration.

The scheduled maturities of the EIDL as of May 31, 2021 were as follows:

Year Ending May 31	Amount
2022	$ 3,201
2023	3,585
2024	3,685
2025	3,788
2026	3,893
Thereafter	131,848
	$ 150,000

NOTE 17 RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

NOTE 18 OTHER EVENTS

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization's operations. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. The Organization's business could also be impacted should the disruptions from COVID-19 lead to changes in consumer behavior. COVID-19 also makes it more challenging for management to estimate future performance of the businesses, particularly over the near to medium term.

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

NOTE 19 SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 22, 2021, the date the financial statements were available to be issued.

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
FOR THE YEAR ENDED MAY 31, 2021

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2021 Total
REVENUES									
Government contracts	$ 4,633,049	$ 3,125,051	$ 5,267,861	$ 4,060	$ 795,997	$ -	$ 13,826,118	$ 625,379	$ 14,451,497
Program service fees	1,028,348	-	56,851	846,971	-	776,732	2,708,902	-	2,708,902
Rental income	-	-	90,984	1,566,630	-	127	1,657,741	-	1,657,741
Support	55,162	8,969	242,175	-	180,072	114,194	601,572	66	601,638
Sponsorship	-	-	-	-	-	21,703	21,703	-	21,703
Interest income	13	11	198	388	22	35	667	735	1,402
Forgiveness of debt	-	-	56,411	23,020	-	-	79,431	439,070	518,501
Miscellaneous	1,947	3,908	4,613	119,379	25	39,302	169,234	69,862	239,096
In-kind contributions	-	65,414	-	-	-	-	65,414	-	65,414
Total revenues and other support	$ 5,718,519	$ 3,204,353	$ 5,719,193	$ 2,560,448	$ 976,116	$ 952,153	$ 19,130,782	$ 1,135,112	$ 20,265,894
EXPENSES									
Payroll	$ 486,387	$ 1,518,514	$ 491,084	$ 725,103	$ 350,843	$ 439,136	$ 4,011,067	$ 752,116	$ 4,763,183
Payroll taxes	25,674	106,568	37,005	43,514	30,248	33,024	276,033	120,497	396,530
Employee benefits	171,270	381,988	144,229	263,870	55,553	180,793	1,197,703	46,508	1,244,211
Retirement	32,604	85,776	24,671	51,308	20,760	14,238	229,357	66,965	296,322
Advertising	-	3,100	386	1,295	1,638	-	6,419	133	6,552
Bank charges	10	-	1,130	4,109	-	11	5,260	8,766	14,026
Computer cost	225	28,110	12,051	7,765	16,171	-	64,322	183,132	247,454
Contractual	1,007,401	12,804	42,954	61,431	680	48,737	1,174,007	59,518	1,233,525
Depreciation	-	26,438	117,967	603,938	-	7,620	755,963	153,192	909,155
Dues/registration	-	2,290	-	320	543	-	3,153	8,619	11,772
Duplicating	69	8,160	-	-	-	-	8,229	4,588	12,817
Insurance	5,539	15,035	33,483	57,881	15,298	6,890	134,126	43,490	177,616
Interest	-	5,955	5,983	48,121	-	1,890	61,749	113,918	175,667
Meeting and conference	-	-	-	840	154	133	1,127	1,637	2,764
Miscellaneous expense	2,863	-	1,242	82,239	9,546	1,359	97,249	2,675	99,924
Miscellaneous taxes	-	-	-	101,224	-	-	101,224	300	101,524
Equipment purchases	386	3,330	-	6,521	-	-	10,237	2,808	13,045
Office expense	19,084	17,479	60,872	11,834	2,568	749	112,586	49,579	162,165
Postage	300	368	126	37	348	-	1,179	31,999	33,178
Professional fees	1,050	-	3,300	38,627	-	-	42,977	81,034	124,011
Staff development and training	3,406	1,327	165	2,488	614	1,185	9,185	17,341	26,526
Subscriptions	-	-	-	98	-	-	98	2,767	2,865
Telephone	2,429	3,106	20,692	18,872	2,299	1,117	48,515	47,535	96,050
Travel	6,104	12,328	7,212	9,515	16,338	-	51,497	5,675	57,172
Vehicle	6,147	4,170	1,748	41,329	35,941	9,852	99,187	3,912	103,099
Rent	-	24,659	-	-	21,112	-	45,771	-	45,771
Space costs	-	122,478	384,093	718,703	16,731	114	1,242,119	139,968	1,382,087
Direct client assistance	3,788,549	179,702	4,126,109	12,971	24,399	3,782	8,135,512	-	8,135,512
In-kind expenses	-	65,414	-	-	-	-	65,414	-	65,414
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	5,559,497	2,629,099	5,516,502	2,913,953	621,784	750,430	17,991,265	1,948,672	19,939,937
Allocation of management and general expenses	602,161	284,763	597,504	315,616	67,347	81,281	1,948,672	(1,948,672)	-
TOTAL FUNCTIONAL EXPENSES	$ 6,161,658	$ 2,913,862	$ 6,114,006	$ 3,229,569	$ 689,131	$ 831,711	$ 19,939,937	$ -	$ 19,939,937

See Independent Auditors' Report

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
FOR THE YEAR ENDED MAY 31, 2020

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2020 Total
REVENUES									
Government contracts	$ 4,518,118	$ 3,020,857	$ 1,759,258	$ 21,581	$ 797,710	$ 33,809	$ 10,151,333	$ 468,388	$ 10,619,721
Program service fee	832,454	-	66,804	985,951	3,496	707,147	2,595,852	9,964	2,605,816
Rental income	-	-	97,328	1,067,704	-	-	1,165,032	-	1,165,032
Developer fee income	-	-	-	1,508	-	-	1,508	-	1,508
Support	81,387	36,421	219,105	-	114,117	114,844	565,874	27,736	593,610
Sponsorship	-	6,809	-	-	-	19,737	26,546	-	26,546
Interest income	12	17	1,382	2,559	35	11	4,016	5,208	9,224
Forgiveness of debt	-	-	56,318	23,020	-	-	79,338	-	79,338
Miscellaneous	2,860	3,381	21,160	77,326	19,460	-	124,187	23,926	148,113
In-kind contributions	-	167,553	-	-	-	-	167,553	-	167,553
Total revenues	$ 5,434,831	$ 3,235,038	$ 2,221,355	$ 2,179,649	$ 934,818	$ 875,548	$ 14,881,239	$ 535,222	$ 15,416,461
EXPENSES									
Payroll	$ 467,456	$ 1,374,787	$ 335,905	$ 735,214	$ 435,177	$ 424,014	$ 3,772,553	$ 731,826	$ 4,504,379
Payroll taxes	36,287	107,590	25,566	56,083	35,147	32,738	293,411	55,964	349,375
Employee benefits	135,770	412,407	121,495	271,770	85,902	193,929	1,221,273	45,011	1,266,284
Retirement	29,265	71,941	19,791	58,108	21,016	13,973	214,094	64,115	278,209
Advertising	728	3,084	83	2,632	3,999	2,100	12,626	591	13,217
Bank Charges	4	-	17	4,117	-	54	4,192	7,456	11,648
Bad debt	-	45	195	-	-	-	240	4,000	4,240
Computer cost	-	28,124	5,538	8,120	15,541	-	57,323	166,243	223,566
Contractual	776,055	18,582	13,624	27,752	2,719	74,250	912,982	41,190	954,172
Depreciation	-	27,369	108,291	366,399	-	10,913	512,972	150,280	663,252
Dues/registration	-	977	-	495	468	-	1,940	9,720	11,660
Duplicating	-	7,480	-	-	-	-	7,480	5,684	13,164
Insurance	6,667	13,010	24,560	56,660	14,271	5,968	121,156	36,841	157,997
Interest	-	7,198	7,527	36,985	-	-	51,710	114,881	166,591
Meeting and conference	457	1,042	262	4,913	1,118	2,029	9,821	13,879	23,700
Miscellaneous expense	3,543	1,597	60	44,189	4,722	163	54,274	18,105	72,379
Miscellaneous taxes	-	-	-	61,942	-	-	61,942	200	62,142
Equipment purchases	24,948	1,646	-	6,426	-	-	33,020	30	33,050
Office expense	20,017	8,744	6,002	9,148	10,480	33	54,424	24,136	78,560
Postage	240	261	123	189	252	-	1,065	24,447	25,512
Professional	2,045	-	3,200	28,718	-	706	34,669	89,175	123,844
Staff development and training	-	2,135	648	1,208	415	3,088	7,494	2,787	10,281
Subscriptions	-	-	-	95	-	-	95	1,801	1,896
Telephone	2,283	1,968	17,624	17,959	3,179	1,166	44,179	41,601	85,780
Travel	6,792	16,310	12,602	7,545	30,585	15	73,849	3,031	76,880
Vehicle	3,902	5,121	5,574	30,678	36,849	9,696	91,820	8,202	100,022
Rent	-	25,570	-	-	-	-	25,570	-	25,570
Space costs	-	174,312	352,469	583,375	2,699	89	1,112,944	100,446	1,213,390
Direct client assistance	3,837,530	208,759	999,499	12,920	33,124	418	4,892,250	-	4,892,250
In-kind expenses	-	167,553	-	-	-	-	167,553	-	167,553
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	5,153,989	2,687,612	2,060,655	2,433,660	737,663	775,342	13,848,921	1,761,642	15,610,563
Allocation of management and general expenses	655,609	341,876	262,124	309,572	93,834	98,627	1,761,642	(1,761,642)	-
TOTAL FUNCTIONAL EXPENSES	$ 5,809,598	$ 3,029,488	$ 2,322,779	$ 2,743,232	$ 831,497	$ 873,969	$ 15,610,563	$ -	$ 15,610,563

See Independent Auditors' Report

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2021

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER		FEDERAL EXPENDITURE	
U.S. Department of Agriculture						
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	10.557	State of NH, Department of Health & Human Services	010-090-52600000-102-500734			$ 325,849
Child and Adult Care Food Program	10.558	State of NH, Department of Education	Unknown			165,379
Food Distribution Cluster						
Commodity Supplemental Food Program	10.565	State of NH, Department of Health & Human Services	010-090-52600000-102-500734	$	2,400	
Commodity Supplemental Food Program (Food Commodities)	10.565	Community Action Program Belknap-Merrimack Counties	Unknown		202,800	205,200
Total U.S. Department of Agriculture						$ 696,428
U.S. Department of Housing and Urban Development						
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	$	142,269	
COVID-19 Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Homeless & Housing	05-95-42-423010-79270000		86,100	$ 228,369
Supportive Housing Program	14.235	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731			116,879
Shelter Plus Care	14.238	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731			309,035
Continuum of Care Program	14.267	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731			371,328
Total U.S. Department of Housing and Urban Development						$ 1,025,611
U.S. Department of Labor						
WIOA Cluster						
WIOA Adult Program	17.258	Southern NH Services	Unknown	$	35,453	
WIOA Dislocated Worker Formula Grants	17.278	Southern NH Services	Unknown		11,255	$ 46,708
Total U.S. Department of Labor/WIOA Cluster						$ 46,708
U.S. Department of Transportation Federal Transit Administration (FTA)						
Formula Grants for Rural Areas	20.509	State of NH, Department of Transportation	04-96-96-964010-2916			$ 481,482
Transit Services Programs Cluster						
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of NH, Department of Transportation	04-96-96-964010-2916			50,512
Total U.S. Department of Transportation Federal Transit Administration (FTA)						$ 531,994
U.S. Department of Treasury						
Coronavirus Relief Fund	21.019	State of NH, DHHS, Division of Economic & Housing Stability	SS-2021-BHS-03-HOUSI-04	$	2,210,738	
Coronavirus Relief Fund	21.019	New Hampshire Housing	Shelter Decompression		127,814	
Coronavirus Relief Fund	21.019	New Hampshire Housing	Shelter Decompression		51,625	
Coronavirus Relief Fund	21.019	Monadnock Developmental Services, Inc.	Long Term Care Stabilization Program		58,050	$ 2,448,227

See Notes to Schedule of Expenditures of Federal Awards

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2021

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER		FEDERAL EXPENDITURE
U.S. Department of Treasury (continued)					
Emergency Rental Assistance Program	21.023	New Hampshire Housing			$ 1,184,928
Total U.S. Department of Treasury					$ 3,633,155
U.S. Small Business Administration					
Disaster Assistance Loans	59.008	Direct Award	EIDL #1272708008		$ 150,000
Total U.S. Small Business Administration					$ 150,000
U.S. Department of Energy					
Weatherization Assistance for Low-Income Persons	81.042	State of NH, Office of Energy & Planning	01-02-024010-7706-074-500587		$ 257,105
Total U.S. Department of Energy					$ 257,105
U.S. Department of Health & Human Services					
Aging Cluster					
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	State of NH, Office of Energy & Planning	01-02-024010-7706-074-500587	$ 4,867	
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	State of NH, DHHS, Bureau of Elderly & Adult Services	05-95-48-481010-7872	37,929	$ 42,796
TANF Cluster					
Temporary Assistance for Needy Families	93.558	Southern NH Services	Unknown		138,773
Low Income Home Energy Assistance (Fuel Assistance)	93.568	State of NH, Office of Energy & Planning	01-02-02-024010-77050000-500587	4,163,409	
Low Income Home Energy Assistance (BWP)	93.568	State of NH, Office of Energy & Planning	01-02-02-024010-77050000-500587	158,764	
COVID-19 Low Income Home Energy Assistance	93.568	State of NH, DHHS, Administration for Children & Families, Office of Community Services	Grant #2001NHE5C3	40,746	4,362,919
Community Services Block Grant	93.569	State of NH, DHHS, Div. of Family Assistance	500731	367,841	
COVID-19 Community Services Block Grant	93.569	State of NH, DHHS, Division of Economic & Housing Stability	500731	234,886	602,727
Community Services Block Grant - Discretionary	93.570	State of NH, DHHS, Div. of Family Assistance			22,652

See Notes to Schedule of Expenditures of Federal Awards

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2021

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE	
U.S. Department of Health & Human Services (continued)					
Head Start Cluster					
Head Start	93.600	Direct Funding	01CH011494	$ 2,401,431	
COVID-19 Head Start	93.600	Direct Funding	01HE000388	131,202	$ 2,532,633
Total U.S. Department of Health & Human Services					$ 7,702,500
U.S. Department of Homeland Security					
Emergency Food and Shelter National Board Program	97.024	State of NH, DHHS, Office of Human Services	Unknown		$ 11,008
Total U.S. Department of Homeland Security					$ 11,008
TOTAL					**$ 14,054,509**

See Notes to Schedule of Expenditures of Federal Awards

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

SOUTHWESTERN COMMUNITY SERVICES, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED MAY 31, 2021

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Southwestern Community Services, Inc. under programs of the federal government for the year ended May 31, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Southwestern Community Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COST RATE

Southwestern Community Services, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD DONATION

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.

NOTE 5 SUBRECIPIENTS

Southwestern Community Services, Inc. had no subrecipients for the year ended May 31, 2021.

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

SOUTHWESTERN COMMUNITY SERVICES, INC.

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statement of financial position as of May 31, 2021, and the related consolidated statements of activities, functional expenses, and cash flows, for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated October 22, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Southwestern Community Services, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's consolidated financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southwestern Community Services, Inc.'s consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of consolidated financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

October 22, 2021
Wolfeboro, New Hampshire

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

SOUTHWESTERN COMMUNITY SERVICES, INC.

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

Report on Compliance for Each Major Federal Program
We have audited Southwestern Community Services, Inc.'s (a New Hampshire nonprofit corporation) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southwestern Community Services, Inc.'s major federal programs for the year ended May 31, 2021. Southwestern Community Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility
Management is responsible for compliance with the federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility
Our responsibility is to express an opinion on compliance for each of Southwestern Community Services, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; and Title 2 *U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Southwestern Community Services, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Southwestern Community Services, Inc.'s compliance.

Opinion on Each Major Federal Program
In our opinion, Southwestern Community Services, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended May 31, 2021.

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

Report on Internal Control Over Compliance

Management of Southwestern Community Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Southwestern Community Services, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

October 22, 2021
Wolfeboro, New Hampshire

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED MAY 31, 2021

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the consolidated financial statements of Southwestern Community Services, Inc. and related companies were prepared in accordance with GAAP.

2. No significant deficiencies disclosed during the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.* No material weaknesses are reported.

3. No instances of noncompliance material to the consolidated financial statements of Southwestern Community Services, Inc. and related companies, which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance.* No material weaknesses are reported.

5. The auditors' report on compliance for the major federal award programs for Southwestern Community Services, Inc. expresses an unmodified opinion on all major federal programs.

6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).

7. The programs tested as major programs were: U.S. Department of Health and Human Services; Low-Income Home Energy Assistance, 93.568, Community Services Block Grant, 93.569, and Head Start, 93.600; and U.S. Department of Treasury; Coronavirus Relief Fund, 21.019, and Emergency Rental Assistance Program, 21.023;

8. The threshold for distinguishing Type A and B programs was $750,000.

9. Southwestern Community Services, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

SOUTHWESTERN COMMUNITY SERVICES, INC.

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED MAY 31, 2021

There were no findings or questioned costs that were required to be reported in the Schedule of Findings and Questioned Costs for the year ended May 31, 2020.

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

Southwestern Community Services, Inc.
Board of Directors - 2022 Composition

	CHESHIRE COUNTY	SULLIVAN COUNTY
CONSTITUENT SECTOR	**Ron Nason** SCS Tenant	**Mary Lou Huffling** Fall Mountain Emergency Food Shelf Alstead Friendly Meals
	Heather Cameron Head Start Policy Council Parent Representative	**Anne Beattie** Newport Service Organization
PRIVATE SECTOR	**Kevin Watterson, *Chair*** Clarke Companies *(retired)*	**David Edkins, Vice-*Chair*** Town of Walpole
	Dominic Perkins, *Secretary* Savings Bank of Walpole	**Kerry Belknap Morris, M.Ed.** Early Childhood Education River Valley Community College
PUBLIC SECTOR	**Jay Kahn** State Senator, District 10	**Derek Ferland** Sullivan County Manager
	Andy Bohannon Parks, Recreation and Facilities Director City of Keene	**Liz Emerson** Planning and Zoning Administrator Town of Charlestown

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

Sherry Hallock

Emergency Housing Coordinator – Southwestern Community Services

[redacted]

Hi, my name is Sherry, I have been in the human service field for many years, working in private duty as well as working for a few good companies. My field of Specialty is teaching and supporting people with mental health challenges to build skills needed to communicate effectively as well problem solving. effectively. working on skills that promote independent living.

Work Experience

Emergency Housing Coordinator

Southwestern Community Services - Claremont, NH
August 2019 to Present.

I manage the Claremont homeless shelters, making sure that all supplies are ordered and stocked in all units, as well as working to keep shelter running safely and efficiently by following all health and safety codes. I work with all residents encouraging all rules and regulation to be followed as well as cleanliness.

Daily walk throughs in all shelters looking for health and safety risks., meeting with contractors as needed and following all bed bug protocols while using bed bug prevention & cleanings.

My other duties include, but not limited to case management with residents focused on meeting their goal plans by working toward securing housing, employment, filing for SSI & SSDI, doing follow ups and walking clients through the process while assessing individual barriers and focusing on independent living skills, Conflict resolution, building teamwork, while modeling anxiety and anger management to promote success.

I work with community partners doing referrals meetings while focusing on wrap around services with the emphasis on meeting our client's needs.

I continue to do training hours monthly and work closely within our team to bridge the gap with our outreach clients & calls as well as outreach referrals while completing all necessary paperwork for the shelter which include but not limited to, case management, intake/exit logs, bed logs, HMIS, files and Town applications for sponsorship.

Team meetings within the Housing stabilization program strengthen our teams' efforts to have continued communication while following our tree line of information that continues to change with state regulations and challenge our ability to be flexible while always relying on our team members, to meet mission for success.

Respite Care Provider/Therapeutic Goal work

Self Employed - Croydon, NH
August 2014 to Present.

Respite provider for client with Autism and behavior out bursts
Emphasis on building coping skills as well as conflict resolution. Working with client by using picture books that we made together on emotions and reactions. modeling appropriate behaviors and supporting client with anxiety management as well as mindful relaxation techniques. working with client on except-able social behaviors and eating healthy.
Skills used.
positive reinforcement techniques, CBT restructuring, Redirection techniques, role modeling, therapeutic relationship building

Residential Specialist/Case Manager - West Central Behavioral Health

West Central Behavioral Health - Newport, NH
August 2016 to September 2019

My duties include but not limited to writing daily Clinical notes, psychotherapy notes as well as substance abuse, phq9, and at-risk assessments

I assess and support clients with ADLS, Interpersonal functioning, social skill building, conflict resolution as well as medication management for symptom control.

My position requires Assessing and handling medical emergencies in a calm professional manner to support client's needs while also Co-ordinating medical supports by taking clients to doctor appointments while working with the medical team to provide my clients with personalized care.

My duties also include client case management, as a Day Program Specialist on the clinician team, I created and implemented activities with emphasis on teaching specialized skills to help client process repetitive

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

information as a way of CBT&DBT restructuring.
I attended team meetings, as well as working within a team to provide excellent individualized care. Familiar with Mind link and echo as well as Microsoft office/Word. Administrative Duties include Customer service, coordinating appointments, filling med orders while keeping records up to date. Experienced with all office equipment including fax, copier, computer and phone. My phone manner and customer service manner are strong and accommodating.
Accomplishments
Gained the trust and respect of management proving to be a reliable part of their team implementing ideas as well taking on more responsibilities.
I have received waivers from the state of New Hampshire for associates degree as well as Case Manager and Day Program Specialist working on our clinician's team specializing in therapeutic treatment.
I co-coordinate Day program services as well as teach groups of ten or more residents, emphasizing on life skills needed to assist in their goals as well as daily living. I specialize in coping skill, social skill and conflict resolution, building skills, teaching with games, handouts, discussions and activities as well as role play. My duties as case manager vary depending on house managers needs but I am familiar with assessments as well as client care coordination.

Direct Service Provider

Independent Service Network - Claremont, NH
May 2014 to November 2016
Responsibilities
I help create an activity schedule then implement it on daily basis. Work on individuals' goals, Assist and monitor clients at jobs or volunteer work as needed. Assist with positive behavior supports by role Modeling and redirection. I work one on one as well as with groups intergrading within the community. Teaching and modeling social skills as well as coping skills and conflict resolution.
Daily notes to track progress and areas of needed supports. ABC sheets and incident reports tracking. I attend quarterly meetings.
Reviewing individualized goals and program planning while giving assessments and recommendations to the team.
Accomplishments
I have gained the trust of consumers' guardians, parents, and management with positive results.
I have developed and taught a social skills class to a group of 12 clients working on basic independent. Living skills including hygiene, personal safety, conflict resolution, problem solving, coping skills and More. Teachings with art, handouts puzzles and team games where clients have shown some success. I have also implemented a cooking class, sign language class and music/yoga with much success.
Skills Used
Positive behavior management techniques, positive reinforcement techniques, patience, awareness of Triggers, team building, role modeling, good organization and planning with a professional attitude at All times. Communication skills with case managers, team and providers. Certificates in training.

Respite Provider/ therapeutic goal work

Self Employed - Weathersfield Bow, VT
May 2014 to August 2016
Emphasis on teaching /developing social and coping skills as well as personal boundaries, supporting client with identifying symptoms and skills needed to become independent while practicing good safety boundaries.
supported client with ADLs, emphasizing on cooking, laundry, hygiene and community integration as well as interpersonal skill building.
Accomplishments
I have gained the trust of clients and provider, Making progress on safety plan as well as social boundaries and coping skills
Skills Used
Communication, patience, redirection, supervision, motivational goal work on ADLs and Interpersonal, Functioning. Emphasis on safety skill building, personal boundaries and effective communication within the community

Respite Care Provider/ in home care coordinator

Self Employed - Weathersfield Bow, VT
March 2015 to January 2016
Responsibilities

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

In home respite care, supporting client with personal and medical needs for rehabilitation.
Meal preparation, and daily medications. Keep all paperwork up to date communicate with her and Provider for her needs. Practice safety and supervision.
Accomplishments
I have gained the trust of client and provider all documentation up to date with all ADLs and medical. Needs are met.
Skills Used
Positive redirection and prompting as well as supervision, supports with All ADLs, Medications and Personal needs. I assisted with doctor appointments and rehabilitation goals emphasis on moving back into independent living.

Therapeutic Foster Parent
Caseys' Family Services
October 2011 to October 2014
Responsibilities
Teaching and modeling safe personal boundaries and personal space while in community and around people to help client prevent being victimized.
Strong supervision at all times. Work closely with school team, DCF and doctors to develop and implement all safety procedures and academic needs, needed to assist in everyday life. Receiving DBT and CBT training for myself as a way to better support client with therapeutic treatment , with exercises and activities to help with mindfulness, Interpersonal effectiveness, emotional Regulation and distress tolerance.
Accomplishments
I was able to gain trust of my team while teaching effective safety skill building, Interpersonal Functioning, trust and social skills. My client went from 3rd grade level at school to 10th grade.
I helped Her fine her voice and build confidence while learning safety and boundaries as well independent living Skills
Skills Used
Strong supervision, constant consistency, patience, caring attitude, understanding, strong Boundaries, positive reinforcement and positive behavior management, advocating for needs, team Building, Family supports, training's around trauma and brain development, safety building, social skill Building as well as interpersonal effectiveness, organization and communication

SLP
HCRS - Springfield, VT
April 2013 to April 2014
Shared Living Provider in residential home for one to two clients 3 days weekly.
I supported clients with ADLs as well as interpersonal functioning. Emphasis on independent living skills ,social boundaries, anxiety/anger management as well as coping skills.Modeling appropriate behavior for better results and as a way of helping clients process malformation to build on skills. consistency in skill building while holding client accountable for behaviors with natural consequences I was able to accomplish gaining the trust and respect of my client as well as help him build the skills needed to move into a more home providing situation.

Education

Bachelor's in human services
NH State waver - Concord, NH
August 2016 to April 2018

Skills

Case manager (5 years), Microsoft Excel (2 years), Mental Health (8 years), Documentation (8 years), Microsoft Office (2 years), Management (6 years), Organizational Skills (7 years), Receptionist (5 years), problem solving, Therapy, Case Management

Additional Information

I am familiar in many avenues of human services and mental health,working in this field for many years. My case management skills are excellent, always working with clients,families and agencies to provide the best individualized care. I am creative with strong interpersonal skills as well as excellent boundaries. I have recieved three Newhampshire State Waivers from the Division of Behavior /Mental health waving my associates Degree, and batchelers degree in order to work as Case manager as well as a theraputic clinician.because of my continued work and experience.

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

Brenda Emperor

[redacted]

Willing to relocate to: Philadelphia, PA - Troy, NH - Boston, MA
Authorized to work in the US for any employer

Work Experience

Emergency Housing Coordinator Cheshire County NH

Southwestern Community Services - Keene, NH
March 2022 to Present

Responsible for smooth operation of 4 homeless shelters in Cheshire County New Hampshire.

Work closely and provide service, referrals, and crisis intervention counseling. Act as a liaison between clients (tenants) and landlords and/or property management companies. Assist with any on site facility needs such as donations, inspections, and ensuring cleanliness.

Hold meetings with each client and in groups to address concerns and keep clients informed of options and opportunities.

Front Desk Agent/Supervisor

Fairfield Inn & Suites - Keene, NH
September 2020 to April 2022

Responsible for front desk operation, guest satisfaction and quality service and safety, check -ins and outs. Resolves guest requests in safe and efficient manner in compliance with policies and procedures, federal and state regulations. Processing of guest bills and collection of payments cash and credit card processing and accounting policies and procedures. Update group information and guest information. Run, review and file required daily reports as directed.

Certified Recovery Advisor

Aware Recovery Care - Bedford, NH
October 2021 to March 2022

Part of a multidisciplinary Addiction Care team. Guiding and directing clients through an intensive in home addiction Treatment program which provides services to the client for a year. Case review, supervision and continuing eduction.
Offer support though therapeutic connection including face to face appointments.
Submit timely clinical documentation in an EMR system.
Meet each client "where they are"
Conduct urine drug screens

Customer Service Representative/Dispatcher

Adventure Limousine and Transportation - Swanzey, NH
May 2018 to October 2019

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

Responsible for booking and scheduling medical transport, airport and limousine transportation as well as daily taxi dispatch. Answer phones, filing and providing excellent customer service.

Office Manager
Emperor Motors - Troy, NH
February 2016 to May 2018

Manage day to day office. Customer Service, accounting and other duties

Owner
Dirt Sea - Troy, NH
May 2010 to December 2015

Owned and operated online retail sales business.

Property Manager/Assistant Resort Hotel General Manager
Celebrity Resorts Hotel - Indian Shores, FL
April 2008 to May 2010

Oversaw the daily management of the facility and staff members.
Managed staff and oversaw schedules to make sure all departments had enough employees and inventory to provide assistance to guests.
Aided in budget creation and management.
Assisted event planners and personal events.
Recruited, hired and trained staff.
Provided customer service from check in until check out and accommodated guests with special needs and requests.
Provided training on changes of services to all staff.
Worked with inspectors to ensure facility adhered to all requirements of state, county and company.
Responsible for payroll for all employees of the resort.
Also,Property managed condominium complex of 300 units.. Made sure community adhered to all of the rules and regulations of the community.
Hired, trained and supervised staff.

Co-Owner and Office Manager
Tropical Delight Cafe - Clearwater, FL
March 2008 to March 2010

Co-owned and operated cafe and smoothie restaurant.
Ordered products.
Made sure employees certified through Serve Safe.
Maintained all employee records
Assured the cafe adhered to all local, state and federal guidelines.

Manager
Fallons Tavern and Restaurant
October 1999 to February 2008

Hired, Trained, Supervised and Scheduled Employees. P provided excellent customer service, Ordered and maintained all inventory
Made sure Restaurant complied with all state and local guidelines.

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

Environmental Service Director
Genesis Elder Care - Limerick, PA
March 1997 to September 1999

Responsible for smooth operation of Elder Care housekeeping department.
Hired, trained and evaluated all employees.
Made sure we adhered and passed all state and local inspections and rules and guidelines.
Responsible for maintaining, submitting and following through on workman compensation claims for the facility.

Case Manager/ Supervisor
The Salvation Army, Lesig Booth Emergency Shelter - Pottstown, PA
May 1994 to March 1997

Responsible for 24 hour emergency family homeless shelter. Case managed and set plans for residents to reach goal of housing. Submitted forms to US Agriculture and other agencies for funding.
Wrote grants for funding.

Education

Certificate in HUD Counseling in HUD
HUD Housing Counselors - Washington, DC
July 2022 to Present

Certificate in SSI/SSDI Outreach, Access, and Recovery SOAR
SAMHSA - Delmar, NY
May 2022 to Present

Certificate in CPR AED FIRST-AID
National CPR Foundation
September 2021 to September 2023

Certificate in HIPAA
HIPAA training - Austin, TX
February 2022 to March 2022

Certificate in Family Recovery Coach
Recovery Vermont - Montpelier, VT
June 2021 to June 2021

Certificate in Motivational Interviewing
Recovery Vermont - Montpelier, VT
May 2021 to June 2021

Certificate in Recovery Coach
Recovery Vermont - Montpelier, VT
May 2021 to May 2021

Certificate in Emergency Room Recovery Coach
Recovery Vermont - Montpelier, VT
May 2021 to May 2021

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

Diploma in Social Service Assistant Substance Abuse
Ashworth College - Norcross, GA
August 2019 to September 2020

Diploma in Real Estate
Freedom Trial Real estate School - Boston, MA
January 2020 to March 2020

Certificate Diploma in Behavioral Health
Addictions Training Institute - Sunrise, FL
March 2018 to November 2019

Diploma in Paralegal Studies focus on Real Estate
PJA School - West Chester, PA
January 1990 to May 1992

Skills

- Case Management
- Crisis Intervention
- Behavioral Health
- Addiction counseling
- Documentation review
- Motivational Interviewing
- Behavioral Therapy

Certifications and Licenses

Registered Pharmacy Technician
September 2021 to March 2023

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

Sharon LaCount McKane

[redacted]

QUALIFICATION HIGHLIGHTS

- 30+ years' experience in Social Services, Human Services, and Administration
- 10+ years supervising staff, and volunteers
- Skilled at customer relations and interactions with large staff in diverse programs

WORK HISTORY

Southwestern Community Services, *Keene, NH* 2016 - Present
Administrative and Housing Stabilization Manager

- Supervise HSS Program Staff and Facilities, including approving timecards and PTO
- Review, build and maintain budgets for specific funding sources
- Administer and report EHP for the State of NH
- Manage HSS-GAPS Program
- Responsible for the annual evaluations of HSS Staff
- Coding and approval of HSS Program bills
- Assistance with all hiring, HR and onboarding of new program staff

Southwestern Community Services, *Keene, NH* 2007 - 2015
Receptionist/Administrative Office Manager/Housing Stabilization Support

- Created Diversion Assessment Tool database and input of completed forms
- Responsible for CSFP distribution, inventory, reports, mailings, organization and communication with volunteers and sites
- Supervised volunteers and seasonal staff
- Assisted Program Directors with completion and mailing of grants
- Supported all HSS staff as requested by the Director

Southwestern Community Services, *Keene, NH* 1986 - 2006
Receptionist/MIS Support/Web Design

- Operated telephone switchboard to answer, screen, or forward calls, providing information, taking messages, or scheduling appointments
- Greeted persons entering establishment, determined nature and purpose of visit, and directed or escorted them to specific destinations, resolving complaints as necessary
- Handled agency postage and fax machines and billing to all programs
- Responsible for maintaining and designing agency web site, and staff ID badges
- Provided computer software and hardware support to all staff

EDUCATION

Keene High School, *Keene, NH*
Diploma

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

Lori A. Hathaway

[redacted]

Education

Keene State College BA in English May 2009 Keene, New Hampshire

Employment History

2011-Present SCS **Data Specialist/Admin Assistant** Keene, New Hampshire

- Maintenance of daily Data Entry for several sub-programs
- Compiling and analyzing Data Reports as requested
- Administration of Housing Security Guarantee Loan Program
- Co-facilitation of Educational Workshops
- Presentation of Train-the-Trainer Sessions at annual conference

2009-2011 SCS **Administrative Assistant** Keene, New Hampshire

- Research required to determine program eligibility
- Creation and maintenance of client files
- Scheduling of client audits
- Various administrative and support tasks

2000-2008 PEP-Direct **Donor Service Representative** Wilton, New Hampshire

- Fulfillment of special donor requests for non-profit organization
- Telephone interaction with donors
- Maintenance of donor records
- Generation of letters addressing donor issues and complaints

1996-1998 Claire's **Assistant Manager** Nashua, New Hampshire

- Supervised staff
- Responsible for opening and closing store
- Responsible for balancing registers and bank deposits
- Assisted customers with merchandise selection and purchases

Affiliation and Volunteer Experience

2009-Pres. MUW Pacesetter Committee **Member** SCS

Kappa Delta Phi NAS, Kappa Gamma **Member** Keene State College

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

CRAIG A. HENDERSON

[redacted]

([redacted]) [redacted]

SUMMARY OF QUALIFICATIONS

- **Proficient in: Word, Excel, PowerPoint, Internet, Outlook, Photoshop,**
- **Ability to prioritize in a fast paced environment and to learn new tasks quickly and effectively**
- **Dedicated, reliable and responsible**
- **Extensive background in Social Services, Property Management, Finance, and Customer Service**

EDUCATION

- **B.A** **Psychology with a specialization in counseling** **May, 1999**
  B.S **Business Management**
  Keene State College
  Keene, NH 03435

EMPLOYMENT HISTORY

Henderson & Bosley Property Management **8/02-Present**
President **Keene, NH**

- Adhering to NH State housing laws and government housing programs
- Advertising and marketing of vacant apartments, creating leases, performing credit checks
- Property inspections and maintenance- including basic carpentry, landscaping etc.
- Research and management of investment opportunities

Southwestern Community Services **05/16-Present**
Director of Housing Stabilization Services **Keene, NH**

- Designs and implements systems to provide efficient operations of all Housing Stabilization Services programs.
- Manages and leads assigned staff to ensure SCS policies and procedures are followed in a manner consistent with the organization's mission, values, and culture.
- Participates in the hiring of new employees and oversees the orientation and training of all assigned staff
- Maintain compliance with State/Government/Agency protocols, procedures, and reporting.

Southwestern Community Services **10/07-05/16**
Assistant Director of Housing Stabilization Services **Keene, NH**

- Monitor quality of services, operation of assigned programs, facilities, and staff.
- Process and certify tenant/client applications for all Supportive Housing Programs; facilitate move-in process; track and collect rents/subsidies utilizing Classic Real Estate Software; track and collect all match documentation; recertify tenants when necessary and in a timely manner.
- Maintain compliance with State/Government/Agency protocols, procedures, and reporting.

Southwestern Community Services **02/03-10/07**
Long Term Transitional Housing Program Administrator **Keene, NH**

- Responsibilities include: Assisting the homeless of Cheshire County with budgeting and referrals to other needed services; Advocating on behalf of clients to create new networks and improve current relationships; providing counsel through tough transitions, as well as, creating and maintaining an environment of success through programs such as Mediation Training, Consumer Credit Counseling, Psychological Therapy, Parenting Classes, and First Time Homebuyers programs.
- Basic maintenance of shelter properties and inventory control
- Responsible to track data and create statistical reports based on information collected to assist in budget allocations for Southwestern Community Services

Coldwell Banker / Tattersall **1/02-3/04**
Real Estate Sales Associate **Keene, NH**

- Assisting buyers and sellers of real estate through customer/client interaction
- Informing clients/customers of federal and state regulations, financing options, and negotiating

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

Data Collector — **Keene, NH** — **5/02-2/03**

- Assured accurate and consistent real-estate assessments with the emphasis in field work
- Position required strong attention to detail with the emphasis in property measurement and appraisal as well as requiring strong customer skill by acting as a liaison between town assessors office and the property owner

Monadnet — **8/99-8/01**
Customer Service Supervisor — **Keene, NH**

- Responsibilities include maintaining all major accounts and new account data; managing projects and delegating responsibilities, A/R and A/P reconciliation, Collections of delinquent accounts.
- Financial Analysis and Trend Monitoring, Billing Systems Analyst
- Direct mediation and resolution of customer service issues.

AWARDS RECEIVED

- **Delta Mu Delta: National Business Honor Society**
- **Psi Chi: National Psychology Honor Society**

CONTINUING EDUCATION AND CERTIFICATIONS

04/18/2007 Certified Occupancy Specialist – National Center for Housing Management

09/23/2008 Successful completion of "Landlord and Tenant Law" seminar – Lorman Educational Services

02/23/2016 HUD Certified Housing Quality Standards Inspector

01/21/2016 Completed 8.5 hours of Nonviolent Crisis Intervention training

04/26/2013 Certification in Fair Housing Law – Granite State Managers Association

08/10/2016 Blood Borne Pathogen Training

08/24/2016 6 hours of comprehensive low income housing tax credit training – Johnson Consulting Services, Inc

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

TAMMY L. BARTON

[redacted] [redacted]

PROFESSIONAL EXPERIENCE

NH Public Golf Courses, Inc, Hudson, NH
Accounting Manager ~ November 2018 – Present

- Produce monthly close and standard reports. Timely reporting of financial and business results.
- Work with the external CPA to produce a year-end close
- Manage daily revenue reporting, bank activity, manage cash deployment and report
- Manage AP process for multiple golf courses/entities
- Process biweekly payroll for multiple entities and oversee related HR record-keeping
- Special reporting as requested
- Process 1099s
- File appropriate monthly taxes

Southwestern Community Services, Keene, NH
HSS Admin Support ~ October 2017 – Present

- Code and approve bills in a timely manner for payment
- Verify that files are complete and ready for processing
- Process vouchers for weekly check runs
- Create and maintain spreadsheets as needed

Constellation Software, Nashua, NH
Software Support ~ December 2017 – November 2018

- Provide tech support for REALedger – an accounting software for Real Estate companies

Tomlinson Group of Companies, Spokane, WA
Staff Accountant ~ November 2007 – September 2017

- Process 80-150 invoices weekly for various entities and pay them in a timely manner
- Process payroll for multiple entities within the Tomlinson companies
- Monthly/Quarterly/Annual business and payroll tax processing
- Process recurring agent charges and payables on a monthly basis
- Monthly bank reconciliations for multiple entities and accounts
- Month-End processing/reconciliation – making sure the GL balances to the AR/AP accounts
- Support various office staff and agents in a timely, courteous manner
- Provide back-up support to the various offices for commissions and other sales related functions
- Train and guide new employees with the various functions/roles within the organization
- Special reports/projects for various owners
- Process 1099's & W-2's
- Journal entries
- Process agent payments and other miscellaneous deposits
- Maintain various databases with agent/employee information to keep them current

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

TAMMY L. BARTON

[redacted]

EDUCATION

Associate's Degree - Accounting ~ Spring 2007
Spokane Community Colleges, Spokane, WA

TECHNICAL SKILLS

Proficient in Microsoft Word, Microsoft Excel, Microsoft Internet Explorer, Mozilla Firefox, Microsoft Outlook, Google Chrome and other commonly used computer applications. Also proficient with many web-based applications such as Paychex Flex, Dropbox, QuickBooks, Papersave, and EmpowOR.

LEADERSHIP, SERVICE AND ACCOMPLISHMENTS

Volunteer ~ Southwestern Community Services ~ 1989 – 2017
Keene, NH

- Answered multi-line phone system for SCS and Tenants
- Prepared Copier and Postage billing
- Scheduled appointments for Fuel/Electric Assistance
- Greeted clients
- Made copies and scanned documents for staff and clients
- Maintained spreadsheets for TEFAP
- Took payments for Security Deposits and gave receipts

DocuSign Envelope ID: 73DA2280-D853-4DF7-83CD-ECFB8B8A344D

Contractor Name: Southwestern Community Services
Key Personnel-SGIA

Name	Job Title	Salary Amount Paid from this Contract
Sherry Hallock	Emergency Housing Coordinator	$34,320
Brenda Emperor	Emergency Housing Coordinator	$33,280
Sharon Lacount McKane	Assistant Director of Housing Stabilization Services	$11,908
Lori Hathaway	HSS Data Specialist & Administrative Assistant	$32,615
Craig Henderson	Director of Housing Stabilization Services	$36,629
Tammy Barton	Administrative Assistant	$8,320

15 mac

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 6, 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 amend existing contracts with the vendors listed below in bold, for the continued provision of the State Grant in Aid (SGIA) Homeless Assistance program, by exercising contract renewal options by increasing the total price limitation by $5,665,716 from $6,882,604 to $12,548,320 and by extending the completion dates from June 30, 2021 to June 30, 2023 effective upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Bridge House Shelters	**165288 - B001**	**Plymouth NH**	**$142,620**	**$122,348**	**$264,968**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**
Community Action Partnership of Strafford County	177200 - B004	Dover NH	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	$0	$0	$0	O: 06/19/19 (Item #40)
Concord Coalition to End Homelessness	**267140 - B001**	**Bow NH**	**$68,709**	**$117,236**	**$185,945**	**O: 06/19/19 (Item #40) A1: July 15, 2020 Item #20**
Cross Roads House	**166570 - B001**	**Portsmouth NH**	**766,784**	**$623,974**	**1,390,758**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**

Families In Transition, NH	157730 - B001	Manchester NH	$1,658,284	$1,284,654	$2,942,938	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Friends Program	154987 - B001	Concord NH	$174,710	$0.00	$174,710	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Helping Hands Outreach Center	174226 - R001	Manchester NH	$209,516	$195,756	$405,272	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Hundred Nights, Inc.	TBD	Keene NH	$220,854	$214,110	$434,964	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Lakes Region Community Developers	156571 - B001	Laconia NH	$88,761	$116,230	$204,991	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Marguerites Place	157465 - B001	Nashua NH	$186,836	$140,700	$327,536	O: 06/19/19 (Item #40) Item #40 A1: 07/15/20 (Item #20)
My Friend's Place	156274 - B001	Dover NH	$177,231	$128,466	$305,697	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Nashua Soup Kitchen & Shelter, Inc.	174173 - R001	Nashua NH	$284,806	$183,522	$468,328	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
New Generation	177295 - B001	Greenland NH	$162,400	$134,582	$296,982	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	$791,802	$887,024	$1,678,826	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)

Salvation Army Carey House, Laconia	**177627 - B001**	**Laconia NH**	**$200,062**	**$244,696**	**$444,758**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Salvation Army McKenna House, Concord, Eastern Territory	**177627 - B003**	**Concord NH**	**$312,915**	**$256,930**	**$569,845**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Seacoast Family Promise	**TBD**	**Exeter NH**	**$94,661**	**$85,644**	**$180,305**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Southern NH Services	177198 - B006	Manchester NH	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Southwestern Community Services	**177511 - R001**	**Keene NH**	**$527,563**	**$464,922**	**$992,485**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Front Door Agency	**156244 - B001**	**Nashua NH**	**$287,991**	**$269,166**	**$557,157**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Way Home, Inc.	**166673 - B001**	**Manchester NH**	**$140,656**	**$116,230**	**$256,886**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Tri-County CAP, Inc.	**177195 - B009**	**Berlin NH**	**$126,299**	**$79,526**	**$205,825**	**O: 07/10/19 Item #16 A1: 07/15/20 (Item #20)**
Waypoint	177166 - B002	Manchester NH	$252,556	$0.00	$252,556	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A1: 07/15/20 (Item #20)
		Total:	**$6,882,604**	**$5,665,716**	**$12,548,320**	

Funds are anticipated to be available in State Fiscal Years 2022 and 2023 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue State Grant in Aid (SGIA) Homeless Assistance program .to ensure individuals and families experiencing housing instability receive the essential services and supports that include case management and emergency shelter services or case management services only.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will continue providing emergency shelter to individuals and families who are homeless. The Contractors will also continue providing case management services to individuals and families who are currently in shelters as well as individuals and families who are unsheltered in order to link them with housing services; other essential services; and provide ongoing case management. The case management services are personalized and based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services; assistance with applications for housing; assistance with applications for public assistance; referrals for healthcare, including mental health or substance use treatment; linkages to education, and employment supports.

The Contractors are monitored for performance through reports available from the Homeless Management Information System, which include information regarding:

- Length of time individuals remain homeless.
- The extent to which individuals who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

As referenced in Exhibits C-1 of the original contracts, 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 Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM
100% General Funds

Bridge House Shelters — Vendor # 1652; Vendor # 1652; Vendor # 165288 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$83,490	$0	$83,490	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$59,130	$0	$59,130	
2022	102/500732	Contracts for Program Services	TBD	$61,174	$0	$61,174	
2023	102/500733	Contracts for Program Services	TBD	$61,174	$0	$61,174	
		Sub Total		$264,968	$0	$264,968	

Community Action Partnership of Strafford County — Vendor # 177200 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$6,588	$0	$6,588	

Community Action Program, Belknap and Merrimack — Vendor # 177203 - B003

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Concord Coalition to End Homelessness — Vendor # 267140 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$10,091	$0	$10,091	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2022	102/500732	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2023	102/500733	Contracts for Program Services	TBD	$58,618	$0	$58,618	
		Sub Total		$185,945	$0	$185,945	

Cross Roads House — Vendor # 166570 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$465,221	$0	$465,221	O: 06/19/19 (Item #40) A1: 07/15/20,
2021	102/500731	Contracts for Program Services	TBD	$301,563	$0	$301,563	
2022	102/500732	Contracts for Program Services	TBD	$311,987	$0	$311,987	

2023	102/500733	Contracts for Program Services	TBD	$311,987	$0	$311,987	(Item #20)
		Sub Total		$1,390,758	$0	$1,390,758	A2: 05/19/21 (Tabled Item #15)

FITNHNH, Inc. Vendor # 157730 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$1,037,418	$0	$1,037,418	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$620,866	$0	$620,866	
2022	102/500732	Contracts for Program Services	TBD	$642,327	$0	$642,327	
2023	102/500733	Contracts for Program Services	TBD	$642,327	$0	$642,327	
		Sub Total		$2,942,938	$0	$2,942,938	

Friends Program Vendor # 154887 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$88,971	$0	$88,971	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$88,702	$88,702	
2023	102/500733	Contracts for Program Services	TBD	$0	$88,702	$88,702	
		Sub Total		$174,710	$177,404	$352,114	

Helping Hands Outreach Center

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$114,908	$0	$114,908	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$94,608	$0	$94,608	
2022	102/500732	Contracts for Program Services	TBD	$97,878	$0	$97,878	
2023	102/500733	Contracts for Program Services	TBD	$97,878	$0	$97,878	
		Sub Total		$405,272	$0	$405,272	

Hundred Nights, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$117,376	$0	$117,376	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$103,478	$0	$103,478	
2022	102/500732	Contracts for Program Services	TBD	$107,055	$0	$107,055	
2023	102/500733	Contracts for Program Services	TBD	$107,055	$0	$107,055	
		Sub Total		$434,964	$0	$434,964	

Lakes Region Community Developers

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$32,587	$0	$32,587	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	

		Sub Total		$204,991	$0	$204,991	A2: 05/19/21 (Tabled Item #15)

Marquerites Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$118,536	$0	$118,536	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$68,300	$0	$68,300	
2022	102/500732	Contracts for Program Services	TBD	$70,350	$0	$70,350	
2023	102/500733	Contracts for Program Services	TBD	$70,350	$0	$70,350	
		Sub Total		$327,536	$0	$327,536	

My Friend's Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$115,144	$0	$115,144	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$62,087	$0	$62,087	
2022	102/500732	Contracts for Program Services	TBD	$64,233	$0	$64,233	
2023	102/500733	Contracts for Program Services	TBD	$64,233	$0	$64,233	
		Sub Total		$305,697	$0	$305,697	

Nashua Soup Kitchen & Shelter, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$196,111	$0	$196,111	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$88,695	$0	$88,695	
2022	102/500732	Contracts for Program Services	TBD	$91,761	$0	$91,761	
2023	102/500733	Contracts for Program Services	TBD	$91,761	$0	$91,761	
		Sub Total		$468,328	$0	$468,328	

Vendor # 177295 - B001

New Generation

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$97,357	$0	$97,357	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$65,043	$0	$65,043	
2022	102/500732	Contracts for Program Services	TBD	$67,291	$0	$67,291	
2023	102/500733	Contracts for Program Services	TBD	$67,291	$0	$67,291	
		Sub Total		$296,982	$0	$296,982	

NH Coalition Against Domestic and Sexual Violence

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$363,109	$0	$363,109	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$428,693	$0	$428,693	
2022	102/500732	Contracts for Program Services	TBD	$443,512	$0	$443,512	
2023	102/500733	Contracts for Program Services	TBD	$443,512	$0	$443,512	
		Sub Total		$1,678,826	$0	$1,678,826	

Salvation Army Carey House, Laconia

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$81,802	$0	$81,802	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$118,260	$0	$118,260	
2022	102/500732	Contracts for Program Services	TBD	$122,348	$0	$122,348	
2023	102/500733	Contracts for Program Services	TBD	$122,348	$0	$122,348	
		Sub Total		$444,758	$0	$444,758	

Salvation Army McKenna House, Concord, Eastern Territory

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$188,742	$0	$188,742	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$124,173	$0	$124,173	
2022	102/500732	Contracts for Program Services	TBD	$128,465	$0	$128,465	
2023	102/500733	Contracts for Program Services	TBD	$128,465	$0	$128,465	
		Sub Total		$569,845	$0	$569,845	

Seacoast Family Promise

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$53,270	$0	$53,270	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21
2021	102/500731	Contracts for Program Services	TBD	$41,391	$0	$41,391	
2022	102/500732	Contracts for Program Services	TBD	$42,822	$0	$42,822	
2023	102/500733	Contracts for Program Services	TBD	$42,822	$0	$42,822	
		Sub Total		$180,305	$0	$180,305	

Southern NH Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Southwestern Community Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$302,869	$0	$302,869	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$224,694	$0	$224,694	
2022	102/500732	Contracts for Program Services	TBD	$232,461	$0	$232,461	
2023	102/500733	Contracts for Program Services	TBD	$232,461	$0	$232,461	
		Sub Total		$992,485	$0	$992,485	

The Front Door Agency

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$157,905	$0	$157,905	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$130,086	$0	$130,086	
2022	102/500732	Contracts for Program Services	TBD	$134,583	$0	$134,583	
2023	102/500733	Contracts for Program Services	TBD	$134,583	$0	$134,583	
		Sub Total		$557,157	$0	$557,157	

The Way Home, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$84,482	$0	$84,482	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	
		Sub Total		$256,886	$0	$256,886	

Tri-County CAP, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$87,864	$0	$87,864	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$38,435	$0	$38,435	
2022	102/500732	Contracts for Program Services	TBD	$39,763	$0	$39,763	
2023	102/500733	Contracts for Program Services	TBD	$39,763	$0	$39,763	
		Sub Total		$205,825	$0	$205,825	

Waypoint

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$166,817	$0	$166,817	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #208) A2: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$252,556	$0	$252,556	

Overall Total	$12,548,320	$177,404	$12,725,724	

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Southwestern Community Services Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019, (Item #40), as amended on July 15, 2020, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended and extended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and 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 1.7, Completion Date, to read:

   June 30, 2023

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $992,485

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, to read:

   2. Scope of Services

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide that include but are not limited to:

   2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

   2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment on a short-term emergency or transitional basis, as described in RSA 126-A:26.

   2.1.3. Operating a facility in accordance with Exhibit C, Section 15, Operation of Facilities: Compliance with Laws and Regulations that includes, but is not limited to:

   2.1.3.1. Building maintenance and repair.

   2.1.3.2. Security systems.

   2.1.3.3. Heating and possible cooling equipment.

   2.1.3.4. Property and business insurance.

   2.1.3.5. Utilities and furnishings.

   2.1.3.6. Amenities, including bathrooms.

   2.2. The Contractor shall assist individuals and families who are homeless with accessing and applying for services that lead to permanent housing by providing Case

Management Services that include, but are not limited to:

2.2.1. Assessing individual and family needs for well-being and obtaining housing.

2.2.2. Developing individualized plans with the types of services and assistance programs to meet individual and family and needs.

2.2.3. Assisting individuals and families with accessing emergency shelter.

2.2.4. Assisting individuals and families with applying for and accessing permanent housing.

2.2.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.2.6. Assisting individuals and families with accessing community providers and supports, that may include, but are not limited to, mental health services, substance use treatment, medical care, employment services, veterans benefits, financial and food assistance, and education supports.

2.3. The Contractor shall comply with program requirements that include, but are not limited to:

2.3.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include:

2.3.1.1. Housing First Approach;

2.3.1.2. Safe and appropriate diversion;

2.3.1.3. Immediate and low-barrier access;

2.3.1.4. Housing-focused, rapid exit services; and

2.3.1.5. Data to measure performance.

2.3.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted op January 23, 2018, that is herein incorporated by reference and as amended.

2.3.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions, which may include but are not limited to mental health services; medication stability; sexual orientation; vulnerability to illness; vulnerability to victimization; vulnerability to physical assault; racial equality; marital status; or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.3.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restricted by law. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.3.5. Agreeing to on-site monitoring, on an annual basis, to review compliance,

progress, and performance, which includes, but is not limited to:

2.3.5.1. Reviewing policies and procedures for services provided.

2.3.5.2. Reviewing financial analyses.

2.3.5.3. Reviewing for compliance with safety and hazard requirements.

2.3.5.4. Reviewing Data and HMIS entry standards.

2.3.6. Complying with New Hampshire Administrative Rules He-M 314, Rights of Persons Using Emergency Shelters and ensuring individuals understand their rights. http://www.gencourt.state.nh.us/rules/state_agencies.he-m300.html

2.4. The Contractor shall complete a SGIA Program Project Program Monitoring Workbook per Department request.

2.5. The Contractor shall participate in training on contractual compliance and technical assistance, as required by the Department.

4. Modify Exhibit B, Method and Conditions Precedent to Payment Section 3 by adding Subsection 3.6 to read:

3.6. The Contractor shall provide backup documentation for all reimbursement requests.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/22/2021
Date

DocuSigned by:
Christine Santaniello
Name: Christine Santaniello
Title: Director

Southwestern Community Services Inc.

3/22/2021
Date

DocuSigned by:
John Manning
Name: John Manning
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/1/2021
Date

DocuSigned by:
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

20 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 29, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend existing **Retroactive** agreements with the vendors listed below to provide the State Grant in Aid (SGIA) Homeless Assistance program, by modifying the agreements to have individual price limitations instead of a shared price limitation for vendors listed in the table below and terminating two agreements with vendors as indicated in the table below, and decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604, with no change to the contract completion dates of June 30, 2021, effective retroactive to July 1, 2020 upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Revised Amount	G&C Approval
Bridge House Shelters	165288 - B001	Plymouth NH	Shared	$142,620	June 19,2019 Item #40
Community Action Partnership of Strafford County	177200 - B004	Dover NH	Shared	$6,588	June 19,2019 Item #40
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	Shared	$0	O:
Concord Coalition to End Homelessness	267140 - B001	Bow NH	Shared	$68,709	June 19,2019 Item #40
Cross Roads House	166570 - B001	Portsmouth NH	Shared	$766,784	June 19,2019 Item #40
Families in Transition, NH	157730 - B001	Manchester NH	Shared	$1,658,284	June 19,2019 Item #40
Friends Program	154987 - B001	Concord NH	Shared	$174,710	June 19,2019 Item #40
Helping Hands Outreach Center	174226 - R001	Manchester NH	Shared	$209,516	June 19,2019 Item #40
Hundred Nights, Inc	TBD	Keene NH	Shared	$220,854	June 19,2019 Item #40

Lakes Region Community Developers	156571 - B001	Laconia NH	Shared	$88,761	June 19,2019 Item #40
Marquerites Place	157465 - B001	Nashua NH	Shared	$186,836	June 19,2019 Item #40
My Friend's Place	156274 - B001	Dover NH	Shared	$177,231	June 19,2019 Item #40
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	Nashua NH	Shared	$284,806	June 19,2019 Item #40
New Generation	177295 - B001	Greenland NH	Shared	$162,400	June 19,2019 Item #40
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	Shared	$791,802	June 19,2019 Item #40
Salvation Army Carey House, Laconia	177627 - B001	Laconia NH	Shared	$200,062	June 19,2019 Item #40
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	Concord NH	Shared	$312,915	June 19,2019 Item #40
Seacoast Family Promise	TBD	Exeter NH	Shared	$94,661	June 19,2019 Item #40
Southern NH Services	177198 - B006	Manchester NH	Shared	$0	June 19,2019 Item #40
Southwestern Community Services	177511 - R001	Keene NH 03431	Shared	$527,563	June 19,2019 Item #40
The Front Door Agency	156244 - B001	Nashua NH 03064	Shared	$287,991	June 19,2019 Item #40
The Way Home, Inc	166673 - B001	Manchester NH	Shared	$140,656	June 19,2019 Item #40
Tri-County CAP, Inc	177195 - B009	Berlin NH	Shared	$126,299	July 10, 2019 Item #16
Waypoint	177166 - B002	Manchester NH	Shared	$252,556	June 19,2019 Item #40 A01: August 28, 2019 Item #20B
		Total	**$7,300,000 (Shared)**	**$6,882,604**	

Funds are available in the following accounts for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because Department's business operations were disrupted by COVID-19 which led to delays in the contract amendment review and approval process.

The purpose of this request is to modify the agreements to have individual price limitations instead of a shared price limitation and to terminate agreements with two (2) Contractors, decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604. The individual price limitations will allow each vendor to more accurately budget and allocate funding to meet the specific needs of the clients within the community.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract. The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Department will monitor the contracted services by requiring the Contractors to submit reports in the HMIS system that include the following:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the State Grant In Aid Homeless Assistance Program

This 1st Amendment to the State Grant in Aid Homeless Assistance Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Southwestern Community Services Inc., (hereinafter referred to as ("the Contractor"), a nonprofit, with a place of business at 63 Community Way, Keene, NH03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 19, 2019 (Item #40), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, 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, modify the price limitation and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $527,563.

2. Modify P-37, General Provisions, Block 1.3, to read:

   Southwestern Community Service Inc.

3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1. to read:

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide, including but not limited to:

3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1.4. to read:

   2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

4. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 1, in its entirety.

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.1, in its entirety.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.2, to read:

   2.2. The Department will reimburse the Contractor based on the total emergency shelter beds in a program as reported to the Department of Housing and Urban Development. The rate includes all services provided in this Contract on behalf of the individual per day.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, Subsection 3.1,

to read:

3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the fiftieth (15th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

6/23/20
Date

Name: Christine Santaniello
Title: Director, DEHS

Southwestern Community Services, Inc.

6/18/2020
Date

Name: JOHN A MANNING
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

06/25/20
Date

Catherine Pinos
Name: Catherine Pinos, Attorney
Title:

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

6/18/2020

JUN07'19 PM 1:49 DAS

40 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 7, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into agreements with the vendors listed below in an amount not to exceed $7,000,000, to provide the State Grant in Aid (SGIA) Homeless Assistance program, effective July 1, 2019, through June 30, 2021, upon Governor and the Executive Council approval. 100% General Funds:

Vendor Name	Vendor Number	Location
Bridge House Shelters	165288 - B001	260 Highland Street Plymouth NH 03264
Community Action Partnership of Strafford County	177200 - B004	577 Central Ave Ste 10 Dover NH 03820
Community Action Program, Belknap and Merrimack	177203 - B003	2 Industrial Park Drive Concord NH 03302
Concord Coalition to End Homelessness	267140 - B001	22 Stack Drive Bow NH 03304
Cross Roads House	166570 - B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition, NH	157730 - B001	122 Market Street Manchester NH 03101
Friends Program	154987 - B001	202 N State Street Concord NH 03301
Helping Hands Outreach Center	174226 - R001	50 Lowell Street Manchester NH 03101
Hundred Nights, Inc	TBD	17 Lamson Street Keene NH 03431
Lakes Region Community Developers	156571 - B001	658 Union Ave Laconia NH 03246
Marquerites Place	157465 - B001	87 Palm Street Nashua NH 03060
My Friend's Place	156274 - B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	2 Quincy Street Nashua NH 03061
New Generation	177295 - B001	9 Tide Mill Road Greenland NH 03840
NH Coalition Against Domestic and Sexual Violence	155510 - B001	One Hundred North Main Street Concord NH 03301

Salvation Army Carey House, Laconia	177627 - B001	177 Union Ave Laconia NH 03246
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	58 Clinton Street Concord NH 03301
Seacoast Family Promise	TBD	27 Hampton Road Exeter NH 03833
Southern NH Services	177198 - B006	40 Pine Street Manchester NH 03108
Southwestern Community Services	177511 - R001	63 Community Way Keene NH 03431
The Front Door Agency	156244 - B001	7 Concord Street, Nashua NH 03064
The Way Home, Inc	166673 - B001	214 Spruce Street Manchester NH 03103
Waypoint	177166 - B002	464 Chestnut Street Manchester NH 03105
		Total: $7,000,000

Funds are available in the following account(s), and are anticipated to be available in State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office. During each State Fiscal Year of the contract, there is a shared price limitation among the vendors of $3,500,000. Consequently, there is no guaranteed minimum or maximum amount of client or service volume.

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	TBD	$3,500,000
2021	102-500731	Contracts for Prog Svc	TBD	$3,500,000
			Total	**$7,000,000**

EXPLANATION

The purpose of this request is to administer the State Grant in Aid (SGIA) Homeless Assistance program. The Contractors listed above shall be required to either: provide emergency shelter services and case management services or case management services only. The Department will reimburse the Contractor at a rate of $11.00 for services provided to each individual per day.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Contractors shall be monitored for performance through reports available from the HMIS system as follows:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

The vendors listed above were selected for this project through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services' web site from March 28, 2019 through April 25, 2019. The Department received twenty six (26) eligible applications, with one vendor withdrawing after submission. The applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the applications. The Bid Summary is attached.

As referenced in Exhibit C-1 of this contract, this Agreement has the option to extend for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

State Grant-In-Aid Homeless Assistance Program
RFA Name

RFA-2020-DEHS-01-STATE
RFA Number

Reviewer Names

1.
2.
3.
4.
5.
6.
7.
8.
9.

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. Bridge House Shelter		100	90
2. New Generation, Inc.		100	100
3. Marguerite's Place		100	100
4. Southwestern Community Services		100	100
5. Cross Roads House		100	100
6. Community Action Program		100	95
7. Waypoint		100	100
8. Seacoast Family Promise		100	95
9. Nashua Soup Kitchen & Shelter, Inc.		100	100
10. NH Coalition Against Domestic & Sexual Violence		100	100
11. The Salvation Army-Carey House		100	100
12 The Salvation Army-McKenna House		100	100

13	New Hampshire Legal Assistance		100	100
14	Helping Hands Outreach Center		100	100
15	Southern New Hampshire Services		100	100
16	Headrest, Inc.		100	0
17	Tri-County Community Action Program, Inc.		100	100
18	Lakes Region Community Developers		100	100
19	My Friend's Place, Emergency Shelter Program		100	100
20	Families in Transition/New Hampshire		100	100
21	Community Action Partnership of Strafford County		100	100
22	Friends Program		100	100
23	Concord Coalition To End Homelessness		100	70
24	The Front Door Agency-Transformational Housing Program		100	100
25	Hundred Nights		100	100
26	The Way Home, Inc.		100	100
28.	0		100	0
29.	0		100	0
30.	0		100	0
31.	0		100	0

FORM NUMBER P-37 (version 5/8/15)

Subject: State Grant in Aid Homeless Assistance Program (RFA-2020-DEHS-01-STATE-20)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southwestern Community Services, Inc. JAM		1.4 Contractor Address 63 Community Way Keene NH 03431	
1.5 Contractor Phone Number 603-719-4217	1.6 Account Number 05-95-42-423010-7927-102-500731	1.7 Completion Date 6/30/21	1.8 Price Limitation 7,000,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature John A Manning		1.12 Name and Title of Contractor Signatory John A. Manning, Chief Executive Officer	

1.13 Acknowledgement: State of NH, County of Cheshire

On 05/23/19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

JILL A. TOMLIN, Justice of the Peace
State of New Hampshire
My Commission Expires April 5, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

Jill Tomlin, Justice of the Peace

1.14 State Agency Signature Date: 5/29/19	1.15 Name and Title of State Agency Signatory Christine Santamaria, Director, DEHS
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Attorney Director, On: 6/4/19	
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On:	
1.18 Approval by the Governor and Executive Council *(if applicable)* By: On:	

5/23/19

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials JM
Date 5/23/19

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials JM
Date 5/23/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials JM
Date 5/23/19

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.

2. Scope of Services

2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless or at risk of becoming homeless statewide. Including but not limited to:

2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in RSA 126-A:26.

2.1.3. Operating a facility in accordance with Exhibit C-1 Operation of Facilities: Compliance with Laws and Regulations that includes at a minimum:

2.1.3.1. Building maintenance and repair.

2.1.3.2. Security systems.

2.1.3.3. Heating and possible cooling equipment.

2.1.3.4. Property and business insurance.

2.1.3.5. Utilities and furnishings.

2.1.3.6. Amenities such as bathrooms.

2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless or at-risk of becoming homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

2.1.4.1. Assessing individuals and families' needs for well-being and obtaining housing, and developing an individualized plan to meet those needs.

2.1.4.2. Developing an individualized plan with the types of services and assistance programs to meet their needs.

2.1.4.3. Assisting individuals and families with accessing emergency shelter.

2.1.4.4. Assisting individuals and families with applying for and accessing permanent housing.

2.1.4.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.1.4.6. Assisting individuals and families with accessing community providers and supports, for, including but not limited to, mental health services, substance use treatment, medical care, employment, veterans benefit, financial and food assistance, and education supports.

2.1.5. The Contractor shall comply with the program requirements, which include but are not limited to:

2.1.5.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include but are not limited to:

2.1.5.1.1. Housing First Approach

2.1.5.1.2. Safe and appropriate diversion

2.1.5.1.3. Immediate and low-barrier access

2.1.5.1.4. Housing-focused, rapid exit services

2.1.5.1.5. Data to measure performance

2.1.5.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted on January 23, 2018, that is herein incorporated by reference and as amended.

2.1.5.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions such as but not limited to mental health services, medication stability, sexual orientation, vulnerability to illness, vulnerability to victimization, vulnerability to physical assault, racial equality, marital status or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.1.5.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restrictive by law such as for domestic violence. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.1.5.5. Agreeing to on-site monitoring, on an annual basis, to review compliance, progress, and performance, which includes, but is not limited to:

2.1.5.5.1. Reviewing policies and procedures for services provided.

2.1.5.5.2. Reviewing financial analyses.

2.1.5.5.3. Reviewing for compliance with safety and hazard requirements.

2.1.5.5.4. Reviewing Data and HMIS entry standards.

2.1.5.6. Complying with New Hampshire Administrative Rules He-M 314 Rights of Persons Using Emergency Shelters. http://www.gencourt.state.nh.us/rules/state_agencies.he-m300.html and ensuring that individuals understand their rights

3. Reporting

3.1. The Contractor shall submit monthly reports to the Department, with the corresponding monthly invoice for payment that includes the aggregate number of individuals served, in accordance with Section 2.1.5.4 above, no later than the 10th day of the following month.

3.2. The Contractor shall submit an annual report to the Department, with the aggregate number of individuals served in accordance with Section 2.1.2.4, beginning September 30, 2020 and each year thereafter.

4. Performance Measures

4.1. The Contractor's performance shall be measured to ensure that the data is entered into HMIS in accordance with Section 2.1.5.4, above, and clients are receiving the assistance needed to meet their goals.

4.2. The Contractor shall be monitored for performance through reports available from the HMIS system that include but are not limited to:

4.2.1. Length of time persons remain homeless

4.2.2. The extent to which persons who exit homelessness to permanent housing destinations return to homelessness

4.2.3. Successful exit to permanent housing destinations

Exhibit B

Method and Conditions Precedent to Payment

1. Price Limitation: This agreement is one of multiple agreements that will serve the State Grant in Aid to Homeless program. ***No maximum or minimum client and service volume is guaranteed.*** Accordingly, the price limitation among all agreements is identified in Block 1.8 of the P-37 for the duration of the agreement.
2. The funding source for this agreement for State Grant in Aid (SGIA) Homeless Assistance program are 100% General Funds
   - 2.1. Funds for SGIA Homeless Assistance program across all vendors, statewide, are anticipated to be $7,000,000 and available in the following amounts:
     - 2.1.1. $3,500,000 for State Fiscal Year 2020.
     - 2.1.2. $3,500,000 for State Fiscal Year 2021.
   - 2.2. The Department will reimburse the Contractor at a rate of $11.00 per individual per day. The rate includes all services provided in this agreement on behalf of the individual per day.
3. Payments shall be made as follows:
   - 3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
   - 3.2. In lieu of hard copies submitted to the address listed in Section 5.4. Exhibit B., all invoices may be assigned an electronic signature and emailed to: housingsupportsinvoices@dhhs.nh.gov
   - 3.3. The Contractor shall keep detailed records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses. The Contractor shall return completed invoices, as provided by the Department, no later than thirty (30) days from the

date services are provided.

3.4. The Contractor shall submit completed invoices to:

State Grant in Aid to Homeless Program
Bureau of Housing Supports
Department of Health and Human Services
Division of Economic and Housing Stability
129 Pleasant Street
Concord, NH 03301
Phone: 603-271-9196

3.5. The State 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.

4. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

    7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
    7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

Contractor Initials JM
Date 5/23/19

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials JM
Date 5/23/19

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.

   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Southwestern Community Services, Inc.

05/23/19
Date

John A. Manning
Name: John A. Manning
Title: Chief Executive Officer

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Southwestern Community Services, Inc.

05/23/19
Date

John A. Manning
Name: John A. Manning
Title: Chief Executive Officer

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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.

Vendor Name: Southwestern Community Services, Inc.

05/23/19
Date

John A. Manning
Name: John A. Manning
Title: Chief Executive Officer

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: Southwestern Community Services, Inc.

05/23/19
Date

Name: John A. Manning
Title: Chief Executive Officer

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: Southwestern Community Services, Inc.

05/23/19
Date

Name: John A. Manning
Title: Chief Executive Officer

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Southwestern Community Services, Inc.
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	John A. Manning
Name of Authorized Representative	Name of Authorized Representative
Director, DEHS	Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
5/29/19	05/23/19
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: Southwestern Community Services, Inc.

05/23/19
Date

Name: John A. Manning
Title: Chief Executive Officer

Vendor Initials JM
Date 5/23/19

FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 081251381

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   ___X___ NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the State Grant in Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Tri-County CAP, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2019, (Item #16), as amended on July 15, 2020, (Item #20), as amended on May 19, 2021, (Tabled Item #15), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $361,530

2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

10/31/2022
Date

DocuSigned by:
Karen Hebert
828C6CEB1B4A416...
Name: Karen Hebert
Title: Division Director

Tri-County CAP, Inc.

10/31/2022
Date

DocuSigned by:
Jeanne Robillard
4DFF7B1055AD4C3...
Name: Jeanne Robillard
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11/1/2022
Date

DocuSigned by:
Robyn Guarino
748734844941460
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63020

Certificate Number: 0005774957

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of May A.D. 2022.

David M. Scanlan

Secretary of State

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

CERTIFICATE OF AUTHORITY

I, Sandy Alonzo hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Board Chair of Tri-County Community Action Program, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 21st, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Jeanne Robillard, CEO and or Randall Pilotte, CFO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Tri-County Community Action Program, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10/31/2022

Sandy Alonzo
Signature of Elected Officer
Name: Sandy Alonzo
Title: Board Chair

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Andrea Nicklin PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com
INSURED Tri-County Community Action Program, Inc 30 Exchange Street Berlin NH 03570	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Indemnity Ins Co — 18058 INSURER B: Granite State Health Care and Human Services Self- INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 22-23 Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2433324	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2433331	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB821555	07/01/2022	07/01/2023	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20220000058 (3a.)NH	01/01/2022	01/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Contracts & Procurement
DHHS - State of NH
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

TRI-COUNTY COMMUNITY ACTION

Serving Coös, Carroll & Grafton Counties since 1965

MISSION **STATEMENT**

Tri-County Community Action Program provides opportunities to strengthen communities by improving the lives of low to moderate income families and individuals.

VISION **STATEMENT**

Individuals and families are empowered to create vibrant communities and foster self-sufficiency.

VALUES **STATEMENT**

Tri-County Community Action Program, values a culture of integrity.

This Includes:

1. Transparency in all our interactions and communications, stressing accountability to ourselves as an organization and to those we serve.
2. Connection to community. We value our community partners and work to build strong partnerships that unite us all in the common goal of improving the lives of others.
3. Recognition of our mutual humanity. We treat customers, co-workers and colleagues with compassion, fairness, dignity and respect.
4. We value the empowerment of those who seek our services, believing that empowerment leads to improved self-worth and enables those we serve to fully participate in their communities and share their success with others.









Community Action Partnership

30 Exchange St., Berlin, NH 03570
Phone: (603) 752-7001
www.tccap.org

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020
AND
INDEPENDENT AUDITORS' REPORTS

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

TABLE OF CONTENTS

	Page(s)
Independent Auditors' Report	1 - 2
Consolidated Financial Statements:	
Statements of Financial Position	3
Statement of Activities	4
Statements of Functional Expenses	5 - 6
Statements of Cash Flows	7
Notes to Financial Statements	8 - 30
Supplementary Information:	
Schedule of Expenditures of Federal Awards and Non-Federal Awards	31 - 33
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	34 - 35
Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance	36 - 37
Schedule of Findings and Questioned Costs	38

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

To the Board of Directors of
Tri-County Community Action Program, Inc. and Affiliate
Berlin, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2021 and 2020, the related consolidated statements of functional expenses and cash flows for the years then ended, the related consolidated statement of activities for the year ended June 30, 2021 and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgement, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Tri-County Community Action Program, Inc. and Affiliate as of June 30, 2021 and 2020, and its consolidated cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2021, in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Tri-County Community Action Program, Inc. and Affiliate's 2020 consolidated financial statements, and we expressed an unmodified audit opinion on those consolidated financial statements in our report dated October 28, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 28, 2020, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

November 19, 2021
North Conway, New Hampshire

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2021 AND 2020

ASSETS

	2021	2020
CURRENT ASSETS		
Cash and cash equivalents	$ 3,237,032	$ 2,257,081
Restricted cash, Guardianship Services Program	1,317,839	796,937
Accounts receivable	1;617,249	1,322,852
Property held for sale	-	47,000
Pledges receivable	216,423	307,017
Inventories	52,985	102,430
Prepaid expenses	53,594	77,882
Total current assets	6,495,122	4,911,199
PROPERTY		
Property and equipment	12,917,935	12,344,805
Less accumulated depreciation	(5,850,185)	(5,601,944)
Property, net	7,067,750	6,742,861
OTHER ASSETS		
Restricted cash	439,822	384,711
TOTAL ASSETS	$ 14,002,694	$ 12,038,771

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of long term debt	$ 129,155	$ 437,843
Current portion of capital lease obligations	-	3,554
Accounts payable	4,303	180,427
Accrued compensated absences	233,907	243,779
Accrued salaries	383,435	49,059
Accrued expenses	266,595	137,304
Refundable advances	324,140	181,463
Other liabilities	1,400,645	850,982
Total current liabilities	2,742,180	2,084,411
LONG TERM DEBT		
Long term debt, net of current portion	4,577,505	4,792,557
Total liabilities	7,319,685	6,876,968
NET ASSETS		
Without donor restrictions	6,199,624	4,565,253
With donor restrictions	483,385	596,550
Total net assets	6,683,009	5,161,803
TOTAL LIABILITIES AND NET ASSETS	$ 14,002,694	$ 12,038,771

See Notes to Consolidated Financial Statements

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2021 Total	2020 Total
REVENUES AND OTHER SUPPORT				
Grants and contracts	$ 18,296,354	$ 415,056	$ 18,711,410	$ 14,909,313
Program funding	1,177,937	-	1,177,937	1,084,133
Utility programs	2,659,293	-	2,659,293	1,923,653
In-kind contributions	364,580	-	364,580	455,826
Contributions	462,340	-	462,340	326,215
Fundraising	1,802	-	1,802	32,544
Rental income	684,169	-	684,169	635,559
Interest income	888	-	888	923
(Loss) gain on disposal of property	(27,288)	-	(27,288)	257,717
Loss on write down of property held for sale	-	-	-	(255,492)
Other revenue	13,364	-	13,364	4,379
Total revenues and other support	23,633,439	415,056	24,048,495	19,374,770
NET ASSETS RELEASED FROM RESTRICTIONS	528,221	(528,221)	-	-
Total revenues, other support, and net assets released from restrictions	24,161,660	(113,165)	24,048,495	19,374,770
FUNCTIONAL EXPENSES				
Program Services:				
Agency Fund	1,017,860	-	1,017,860	1,047,356
Head Start	2,856,419	-	2,856,419	2,769,065
Guardianship	760,053	-	760,053	769,597
Transportation	870,078	-	870,078	991,504
Volunteer	96,817	-	96,817	94,845
Workforce Development	40,175	-	40,175	346,114
Carroll County Dental	669,641	-	669,641	653,810
Support Center	356,359	-	356,359	558,244
Homeless	4,760,909	-	4,760,909	800,148
Energy and Community Development	8,541,527	-	8,541,527	7,824,201
Elder	1,192,453	-	1,192,453	1,149,136
Housing Services	192,010	-	192,010	220,900
Total program services	21,354,301	-	21,354,301	17,224,920
Supporting Activities:				
General and administrative	1,172,988	-	1,172,988	1,062,613
Fundraising	-	-	-	2,880
Total supporting activities	1,172,988	-	1,172,988	1,065,493
Total functional expenses	22,527,289	-	22,527,289	18,290,413
CHANGE IN NET ASSETS	1,634,371	(113,165)	1,521,206	1,084,357
NET ASSETS, BEGINNING OF YEAR	4,565,253	596,550	5,161,803	4,077,449
NET ASSETS, END OF YEAR	$ 6,199,624	$ 483,385	$ 6,683,009	$ 5,161,806

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2021

	Agency Fund	Head Start	Grandfriends	Transportation	Volunteer	Workforce Development	Carroll County Dental	Support Center	Homeless	Energy and Community Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total
Direct Expenses																
Payroll	$ 420,822	$ 1,590,871	$ 518,354	$ 427,492	$ 53,195	$ 14,246	$ 298,217	$ 111,208	$ 498,439	$ 1,356,878	$ 541,898	$ 34,084	$ 5,823,276	$ 657,959	$ -	$ 6,481,235
Payroll taxes and benefits	114,864	458,854	141,578	66,552	14,246	5,286	57,625	29,302	124,300	366,856	129,187	-	1,548,453	171,815	-	1,721,268
Assistance to clients	31,809	-	-	79,632	-	10,850	-	73,857	3,994,734	5,803,029	962	-	9,994,883	-	-	9,994,883
Consumable supplies	15,065	224,233	9,885	12,788	8,717	63	43,050	3,472	13,389	469,802	298,651	1,275	1,100,370	13,443	-	1,113,813
Space costs and rentals	4,975	195,497	42,825	15,783	4,864	8,708	485	1,249	29,218	140,400	53,262	-	496,876	92,807	-	589,683
Depreciation expense	160,408	55,544	-	69,021	-	-	40,214	11,084	2,439	39,852	3,333	67,369	448,264	1,151	-	449,415
In-kind expended	-	123,709	-	29,053	-	-	-	90,078	46,507	-	72,628	-	364,581	-	-	364,581
Consultants and contractors	-	6,937	1,370	-	-	-	201,033	-	-	44	10,318	-	219,702	19,424	-	239,126
Utilities	135,721	25,781	20,811	14,346	1,535	1,123	12,783	18,170	25,890	43,414	25,546	23,837	349,039	4,039	-	353,075
Travel and meetings	1,389	56,943	2,029	22,740	182	113	1,370	907	17,189	23,188	8,785	-	136,885	2,458	-	139,153
Other direct program costs	(38,110)	37,061	1,810	20,398	2,048	-	1,249	8,472	25,806	58,987	21,922	37,742	186,873	13,077	-	180,050
Fiscal and administrative	1,721	1,005	10,788	862	1,047	-	7,637	1,273	3,186	33,866	4,670	2,289	68,444	134,629	-	203,073
Building and grounds maintenance	107,973	21,907	130	7,807	72	-	4,818	7,441	6,791	68,567	5,906	11,141	242,344	-	-	242,344
Interest expense	95,971	16	449	4	-	-	29,240	10	3	720	3	-	137,416	(104)	-	137,312
Vehicle expense	2,156	-	-	73,585	-	-	-	-	-	84,998	-	-	160,739	-	-	160,739
Insurance	49,900	7,079	506	2,296	-	-	1,334	2,695	3,714	8,491	-	3,251	77,326	31,502	-	108,828
Maintenance of equipment and rental	(56,823)	51,182	9,017	6,966	13,173	-	(3,131)	83	2,539	24,134	12,430	10,822	70,314	20,351	-	90,665
Fixed fees	(30,811)	-	-	-	-	-	1,746	-	1,956	1,323	3,212	-	(22,374)	10,440	-	(11,934)
Total Direct Expenses	1,017,960	2,858,419	780,053	870,078	98,917	40,175	898,841	366,350	4,799,909	8,541,527	1,192,453	192,010	21,354,301	1,172,866	-	22,527,269
Indirect Expenses																
Indirect costs	130,691	292,769	63,180	78,104	9,042	2,961	72,356	21,993	61,587	280,488	120,217	-	1,172,986	(1,172,986)	-	-
Total Direct & Indirect expenses	$ 1,148,651	$ 3,149,188	$ 843,233	$ 948,182	$ 105,958	$ 43,136	$ 741,997	$ 377,852	$ 4,842,496	$ 8,822,015	$ 1,312,670	$ 192,010	$ 22,527,289	$ -	$ -	$ 22,527,289

See Notes to Consolidated Financial Statements

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Workforce Development	Carroll County Dental	Support Center	Homeless	Energy and Community Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total
Direct Expenses																
Payroll	$ 238,943	$ 1,437,343	$ 505,953	$ 466,819	$ 57,338	$ 199,967	$ 253,488	$ 287,574	$ 374,236	$ 1,141,716	$ 409,173	$ 17,920	$ 5,482,474	$ 648,437	$ -	$ 6,130,911
Payroll taxes and benefits	71,944	393,287	136,956	96,585	16,861	59,058	64,885	76,817	97,289	320,970	118,173	-	1,451,504	169,652	-	1,621,256
Assistance to clients	68,833	73	-	90,787	-	8,841	-	65,883	182,974	5,694,176	-	-	6,131,279	-	-	6,131,279
Consumable supplies	23,124	181,459	9,940	6,858	2,392	2,113	34,893	4,796	5,541	268,069	333,333	885	873,601	10,766	-	884,367
Space costs and rentals	7,487	180,083	40,611	15,286	4,151	62,790	-	6,578	25,016	128,812	52,347	-	523,176	70,853	-	594,030
Depreciation expense	159,309	61,571	-	50,162	-	-	43,650	12,070	1,433	36,263	3,453	67,389	435,310	3,157	-	438,467
In-kind expended	-	273,892	-	69,017	6,729	-	-	37,759	57,179	-	11,250	-	455,828	-	-	455,828
Consultants and contractors	2,208	9,412	3,846	-	-	-	198,772	-	-	325	19,446	-	234,009	13,749	-	247,758
Utilities	151,788	24,786	19,037	18,499	1,335	6,989	10,474	25,984	23,398	42,616	25,050	25,305	373,161	6,903	-	380,064
Travel and meetings	347	68,974	20,039	54,002	284	5,936	1,678	6,425	14,740	22,171	20,827	825	214,348	16,804	-	231,152
Other direct program costs	45,642	52,207	1,745	17,586	2,992	200	1,742	678	5,825	30,991	44,545	56,950	261,110	4,581	2,880	268,551
Fiscal and administrative	18,635	2,041	24,589	900	1,045	220	6,830	2,499	2,550	29,487	4,823	9,013	102,757	76,036	-	178,788
Building and grounds maintenance	91,883	27,273	110	5,103	-	-	6,924	8,557	4,857	731	2,385	18,843	166,216	-	-	166,216
Interest expense	107,855	280	525	71	6	-	21,942	102	-	1,983	-	-	132,766	531	-	133,297
Vehicle expense	5,445	-	-	96,868	-	-	-	-	-	78,863	-	-	181,176	-	-	181,176
Insurance	47,076	7,358	484	2,112	1,153	-	1,208	2,708	3,224	8,840	-	3,620	77,784	31,974	-	109,738
Maintenance of equipment and rental	5,737	31,006	5,772	1,646	557	-	5,541	1,322	115	15,770	12,658	20,150	120,475	9,181	-	129,656
Fixed fees	1,310	-	-	-	-	-	1,585	-	1,968	1,508	1,805	-	7,974	7	-	7,981
Total Direct Expenses	1,047,356	2,769,065	769,587	991,504	94,845	348,114	653,810	658,244	800,148	7,824,201	1,149,136	220,900	17,224,920	1,062,613	2,880	18,290,413
Indirect Expenses																
Indirect costs	99,090	251,005	80,338	88,181	9,234	31,975	66,562	46,881	59,393	212,905	116,048	-	1,062,613	(1,062,613)	-	-
Total Direct & Indirect expenses	$ 1,146,446	$ 3,020,070	$ 849,935	$ 1,080,865	$ 104,078	$ 379,089	$ 720,372	$ 605,125	$ 859,541	$ 8,037,106	$ 1,265,185	$ 220,900	$ 18,287,533	$ -	$ 2,880	$ 18,290,413

See Notes to Consolidated Financial Statements

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 1,521,206	$ 1,084,357
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	450,040	436,197
Loss (gain) on disposal of property	27,288	(2,225)
(Increase) decrease in assets:		
Accounts receivable	(294,397)	(48,769)
Pledges receivable	90,594	(75,856)
Inventories	49,445	(16,544)
Prepaid expenses	24,288	(43,845)
Increase (decrease) in liabilities:		
Accounts payable	(176,124)	(41,144)
Accrued compensated absences	(9,872)	39,700
Accrued salaries	334,376	(161,893)
Accrued expenses	129,291	47,780
Refundable advances	142,677	(15,694)
Other liabilities	549,663	252,787
NET CASH PROVIDED BY OPERATING ACTIVITIES	2,838,475	1,454,851
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from disposal of property	25,000	4,495
Purchases of property and equipment	(780,217)	(273,711)
NET CASH USED IN INVESTING ACTIVITIES	(755,217)	(269,216)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment on long-term debt	(523,740)	(145,884)
Repayment on capital lease obligations	(3,554)	(4,671)
NET CASH USED IN FINANCING ACTIVITIES	(527,294)	(150,555)
NET INCREASE IN CASH AND RESTRICTED CASH	1,555,964	1,035,080
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	3,438,729	2,403,649
CASH AND RESTRICTED CASH, END OF YEAR	$ 4,994,693	$ 3,438,729
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	$ 135,643	$ 131,879

See Notes to Consolidated Financial Statements

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Principles of Consolidation

The consolidated financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (Cornerstone) is a New Hampshire nonprofit corporation that was incorporated under the laws of the State of New Hampshire for the acquisition, construction and operation of community-based housing for the elderly.

Nature of activities

The Organization's programs consist of the following:

Agency

Tri-County CAP Administration provides central program management support and oversight to the Organization's many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc.'s, Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

Head Start

Head Start provides comprehensive services to low-income children and their families. Head Start supports children's growth and development in a positive learning environment through a variety of activities as well as providing services, which include in addition to early learning, health and family well-being. All children receive health and development screenings, nutritious meals, oral health and mental health support. Parents and families are supported in achieving their own goals, such as housing stability, continued education, and financial stability.

Programs support and strengthen parent-child relationships as their child's primary educator. Head Start staff work as partners with parents to identify and provide individualized activities that support their child's growth and development.

Tri-County Community Action Head Start serves approximately 250 children in Carroll, Coos & Grafton counties in 9 locations with 13 center-based classrooms and 1 home-based option.

Guardianship

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity. This program serves over 400 individuals. Additional services include, conservatorship, representative payee-ship, federal fiduciary services, benefit management services and private probate accounting services.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 17 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

The Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum group of 393 volunteers, ages 55 and older, of which 225 actively served during the last reporting period. These volunteers share their skills, life experiences, and time with over 60 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 28,000 hours yearly.

Workforce Development

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy families (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

Carroll County Dental

Tamworth Dental Center (the Center) offers state of the art quality oral healthcare to uninsured families and individuals. The Center offers a full array of services including preventative, restorative, and oral surgery. The Center accepts most dental insurances, state insurances, and offers a sliding fee scale based on income ratio to federal poverty guidelines. The school-based project of the Center has undergone modifications necessary due to the pandemic. 9 outreach schools within the vicinity of the Center will be made. Education, treatments, and referrals will be made available.

Support Center

The Organization's Support Center at Burch House provides direct service and shelter to victims and survivors of domestic and sexual violence and stalking in Northern Grafton County. Support Center services are accessible 24 hours a day, 365 days a year. They include: crisis intervention; supportive counseling; court, hospital and policy advocacy and accompaniment; emergency shelter; support groups; community education and outreach; violence prevention programs for students; information, referrals and assistance accessing other community resources.

Homeless

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients.

The Organization also provides some housing rehabilitation services to help preserve older housing stock.

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

Energy Assistance and Outreach

Energy Assistance Services provide fuel and electric assistance through direct pay to vendors or a discount on the client's bill. Community Contact sites allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organization's clients about other programs offered, as well as other programs available through other organizations in the community.

Low-Income Weatherization

The NH weatherization program helps low-income families, elderly, disabled, small children and individuals lower their home energy costs; increase their health, safety, and comfort; and improve the quality of living while improving housing stock in communities around the state utilizing energy cost saving, health and safety and carbon lowering measures. The NH Weatherization Assistance Program also creates local NH jobs.

Elder

The Organization's elder program provides senior meals in 14 community dining sites, home delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with person-centered counseling, Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

Housing Services

Cornerstone Housing North, Inc. (Cornerstone) is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development (HUD), and a significant portion of their rental income is received from HUD.

Cornerstone includes a 12-unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by HUD with respect to the rental charges and operating methods.

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

Cornerstone has a Section 202 Capital Advance. Under guidelines established by the U.S. Office of Management and Budget *Uniform Guidance, Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,* the Section 202 Capital Advance is considered to be a major program. A separate audit of Cornerstone's compliance with its major federal program in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and the audit requirements of *Title 2 of U.S. Code of Federal Regulations part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements of Federal Awards (Uniform Guidance*). An unmodified opinion was issued.

Method of accounting

The consolidated financial statements of Tri-County Community Action Program, Inc. have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Basis of presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions include net assets that are not subject to any donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

Net assets with donor restrictions include net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

The Organization has net assets with donor restrictions of $483,385 and $596,550 at June 30, 2021 and 2020, respectively. See **Note 13**.

Contributions

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Support that is restricted is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based on reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental program. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write off method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

Property and Depreciation

Acquisitions of buildings, equipment, and improvements in excess of $5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets.

Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation.

Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs that do not materially prolong the useful lives of assets are charged to expense as incurred.

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

Estimated useful lives are as follows:

Buildings and improvements	20 to 40 years
Vehicles	5 to 8.5 years
Furniture and equipment	5 to 15 years

Client Rents and HUD Rent Subsidy

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated $324,140 and $181,463 as of June 30, 2021 and 2020, respectively.

Nonprofit tax status

The Organization is a *not-for-profit* Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for donors. The Organization files information returns in the United States. The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed.

The Organization follows FASB ASC 740, *Accounting for Income Taxes,* which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

Retirement plan

The Organization maintains a tax-sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, employer contribution payments ceased, therefore as of June 30, 2021 and 2020, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

Donated services and goods

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as net assets with donor restrictions. In the absence of such stipulations, contributions of noncash assets are recorded as net assets without donor restrictions.

Donated property and equipment

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as net assets without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as net assets with donor restrictions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

Promises to Give

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions. There were no unconditional promises to give that are expected to be collected in more than one year at June 30, 2021 and 2020.

As of June 30, 2021 and 2020, there were promises to give that were absent of donor stipulations, but restricted in regards to timing, and therefore classified as net assets with donor restrictions in the amount of $216,423 and $307,017, respectively. This amount is included in grants and contracts on the Consolidated Statement of Activities.

Use of estimates

The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Fair Value of Financial Instruments

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short-term maturity of those instruments.

Functional allocation of expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

Program salaries and related expenses are allocated to the various programs and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

Workers Compensation expenses are charged to each program based upon the classification of each employee and allocated to the various program based upon the time employees spend on each function as noted above.

Paid Leave is charged to a leave pool and is allocated to each program as a percentage of total salaries.

Fringe Benefits are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

Depreciation expense is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the statements of functional expenses.

Other occupancy expenses are applicable to assets which are used by multiple programs. Buildings are primarily charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the statements of functional expenses.

Insurance: automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

The remaining shared expenses are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees, and other expenses which cannot be specifically identified and charged to a program.

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal, effective for the fiscal year beginning July 1, 2020, received provisional approval and is effective, until amended, at a rate of 12%. Per the agreement with the U.S. Department of Health and Human Services, the Organization's final rate for the year ended June 30, 2020 was 10.80%. The actual rate for the year ended June 30, 2021 was approximately 11.37%, which is allowable because it is less than the provisional rate.

Advertising policy

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the years ended June 30, 2021 and 2020 was $28,130 and $25,483, respectively.

Debt Issuance Costs

During the year ended June 30, 2019, the Organization retrospectively adopted the provisions of the FASB Accounting Standards Update (ASU) No. 2015-03, "*Simplifying the Presentation of Debt Issuance Costs.*" The ASU is limited to simplifying the presentation of debt issuance costs, and the recognition and measurement guidance for debt issuance costs is not affected by the ASU. Amortization expense of $887 has been included with interest expense in the consolidated statements of functional expenses for both 2021 and 2020.

Revenue Recognition Policy

The Organization derives revenue primarily from grants, contracts, and contributions. Grants are recognized as revenue upon receipt. Revenue from contracts is recognized when the service has been performed. Contributions are recognized as revenue when the donor makes a pledge to give that is, in substance, an unconditional promise. Contributions are recorded as with donor restrictions or without donor restrictions.

New Accounting Pronouncement

In May 2014, FASB issued ASU 2014-09 (Topic 606) – Revenue from Contracts with Customers. The ASU and all subsequently issued clarifying ASUs replaced the most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue from cash flows arising from contracts with customers. The Organization adopted the new standard effective July 1, 2020, the first day of the Organization's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for any of the applicable revenue streams; as such, no cumulative effect adjustment was recorded. See revenue recognition policy above.

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

Other Matters

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread continue to affect the Organization's business. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic.

During the years ended June 30, 2021 and 2020, and through the date of this report, the Organization has not experienced a significant decline in revenues, nor a significant change in its operations.

NOTE 2. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of June 30, 2021 and 2020:

	2021	2020
Financial assets at year-end:		
Cash and cash equivalents, undesignated	$ 3,237,032	$ 2,257,081
Accounts receivable	1,617,249	1,322,852
Pledges receivable	216,423	307,017
Total financial assets	5,070,704	3,886,950
Less amounts not available to be used within one year:		
Net assets with donor restrictions	483,385	596,550
Less net assets with time restrictions to be met in less than a year	(412,665)	(410,015)
Amounts not available within one year	70,720	186,535
Financial assets available to meet general expenditures over the next twelve months	$ 4,999,984	$ 3,700,415

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates $3,569,000 and $2,860,000 at June 30, 2021 and 2020, respectively.

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

NOTE 3. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) for each financial institution up to $250,000. Cash balances may exceed the insured limits at times throughout the year.

The following table provides a reconciliation of cash and restricted cash reported within the statements of financial position that sum to the total in the statements of cash flows as of June 30:

	2021	2020
Cash, operations	$ 3,237,032	$ 2,257,081
Restricted cash, current	1,317,839	796,937
Restricted cash, long term	439,822	384,711
Total cash and restricted cash	$ 4,994,693	$ 3,438,729

Cash Restrictions

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 7.** It is required to maintain a balance of $19,968 in the account, which is restricted from withdrawal except to make payments of debt service or as approved by the U.S. Department of Agriculture.

Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2021 and 2020 was $20,059 and $20,040, respectively. The Organization has made all of their scheduled deposits for the years ended June 30, 2021 and 2020. These amounts are included in restricted cash on the Consolidated Statements of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 7**). The required balance in the account is $173,817 and is equal to 12 monthly payments. The balance as of June 30, 2021 and 2020 was $174,755 and $174,626, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash on the Consolidated Statements of Financial Position.

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this restriction at June 30, 2021 and 2020 was $1,317,839 and $796,937, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2021 and 2020 was $1,317,839 and $796,937, respectively, and is included in the restricted cash balance on the Statements of Financial Position.

Certain cash accounts related to Cornerstone Housing North, Inc. are restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2021 and 2020 was $245,008 and $190,045, respectively. See **Note 15**.

NOTE 4. INVENTORY

In 2021 and 2020, inventory included weatherization materials which had been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2021 and 2020 consists of weatherization materials, totaling $52,985 and $102,430, respectively.

NOTE 5. PROPERTY

Property consists of the following at June 30, 2021:

	Capitalized Cost	Accumulated Depreciation	Net Book Value
Building	$ 9,931,953	$ 4,233,084	$ 5,698,869
Equipment	2,394,489	1,617,101	777,388
Construction in progress	172,653	-	172,653
Land	418,840	-	418,840
	$12,917,935	$ 5,850,185	$ 7,067,750

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

Property consists of the following at June 30, 2020:

	Capitalized Cost	Accumulated Depreciation	Net Book Value
Building	$ 9,810,288	$ 3,753,302	$ 6,056,986
Equipment	2,105,950	1,848,642	257,308
Construction in progress	4,727	-	4,727
Land	423,840	-	423,840
	$12,344,805	$ 5,601,944	$ 6,742,861

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the years ended June 30, 2021 and 2020 totaled $449,153 and $435,310, respectively.

The Organization had property held for sale at June 30, 2020 amounting to $47,000, which was classified as a current asset in the accompanying consolidated statements of financial position at June 30, 2020. The total loss on the write down to fair value of this property was $255,492 in 2020.

NOTE 6. ACCRUED EARNED TIME

For the years ending June 30, 2021 and 2020, employees of the Organization were eligible to accrue vacation for a maximum of 160 hours. At June 30, 2021 and 2020, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of $233,907 and $243,779, respectively.

NOTE 7. LONG TERM DEBT

The long term debt of the Organization as of June 30, 2021 and 2020 consisted of the following:

	2021	2020
Note payable with the USDA requiring 360 monthly installments of $1,664, including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	$ 96,062	$ 110,824
Note payable with a bank requiring 120 monthly installments of $2,936, including interest at 4% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2031.	285,268	307,719
Note payable with a bank requiring 60 monthly installments of $459, including interest at 5% per annum. This note was an unsecured line of credit that was converted to a term loan during the year ended June 30, 2016 and was paid off during the year ended June 30, 2021.	-	4,478
Note payable to a financing company requiring 72 monthly installments of $312, including interest at 5.49% per annum. Secured by the Organization's vehicle. This note was paid off during the year ended June 30, 2021.	-	4,228
Note payable to a financing company requiring 72 monthly installments of $313, including interest at 5.54% per annum. Secured by the Organization's vehicle. This note was paid off during the year ended June 30, 2021.	-	3,948
Note payable to a financing company requiring 60 monthly installments of $143, including interest at 5.99% per annum. Secured by the Organization's vehicle. This note was paid off during the year ended June 30, 2021.	-	705

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

	2021	2020
Note payable to a financing company requiring 72 monthly installments of $248, including interest at 6.10% per annum. Secured by the Organization's vehicle. This note was paid off during the year ended June 30, 2021.	-	7,294
Note payable with a bank requiring 60 monthly installments of $2,512, including interest at 5.51% per annum. Secured by second mortgage on commercial property. This note was paid off during the year ended June 30, 2021.	-	387,227
Bond payable with a bank requiring monthly installments of $14,485, including interest of 2.75% plus the bank's internal cost of funds multiplied by 67% with an indicative rate of 3.28%. Secured by first commercial real estate mortgage on various properties and assignments of rents at various properties. Final installment due August 2040.	2,467,774	2,547,308
Cornerstone Housing North, Inc. capital advance due to the U.S. Department of Housing and Urban Development. This capital advance is not subject to interest or principal amortization and will be forgiven after 40 years, or in August 2047.	1,617,600	1,617,600
Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principal amortization. Payments are deferred for 40 years; final payment due in August 2047.	250,000	250,000
Total long term debt before unamortized debt issuance costs	4,716,704	5,241,331
Unamortized debt issuance costs	(10,044)	(10,931)
Total long term debt	4,706,660	5,230,400
Less current portion due within one year	(129,155)	(437,843)
	$ 4,577,505	$ 4,792,557

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

The scheduled maturities of long-term debt as of June 30, 2021 were as follows:

Years ending June 30	Amount
2022	$ 129,155
2023	134,452
2024	139,961
2025	145,697
2026	151,677
Thereafter	4,015,762
	$ 4,716,704

As described at **Note 3**, the Organization is required to maintain a reserve account with a bank for the first two notes payable listed above.

NOTE 8. CAPITAL LEASE OBLIGATIONS

During the year ended June 30, 2016, the Organization leased a phone system and copier under the terms of capital leases, which expired in November 2020 and March 2021, respectively. During the year ended June 30, 2017, the Company leased an additional copier under the terms of a capital lease, which expired in May 2021. The assets and liabilities under the capital leases were recorded at the lower of the present value of the minimum lease payments or the fair value of the assets. The assets are depreciated over their estimated lives.

The obligations included in capital leases at June 30, 2021 and 2020, consisted of the following:

	2021	2020
Lease payable to a financing company with monthly installments of $208 for principal and interest at 9.5% per annum. The lease was secured by the phone system and matured in November 2020.	$ -	$ 1,213
Lease payable to a financing company with monthly installments of $122 for principal and interest at 8.841% per annum. The lease was secured by a copier and matured in March 2021.	-	944

	2021	2020
Lease payable to a financing company with monthly installments of $122 for principal and interest at 8.918% per annum. The lease was secured by a copier and matured in May 2021.	-	1,397
	-	3,554
Less current portion	-	(3,554)
	$ -	$ -

NOTE 9. DEMAND NOTE PAYABLE

The Organization has available a $750,000 line of credit with its primary financial institution which is secured by real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 5.00% per annum. There was no balance outstanding at June 30, 2021 and 2020. The line is subject to renewal each January.

NOTE 10. OPERATING LEASES

The Organization has entered into numerous lease commitments for space and office equipment. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the years ended June 30, 2021 and 2020, the annual rent expense for leased facilities and office equipment totaled $138,598 and $181,004, respectively.

Future minimum lease payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2021, are as follows:

Years ending June 30	Amount
2022	$ 127,467
2023	65,722
2024	43,884
2025	43,884
2026	42,869
Thereafter	3,512
	$ 327,338

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

NOTE 11. IN-KIND CONTRIBUTIONS

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, transportation and elder programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions.

The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and elder programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

NOTE 12. CONCENTRATION OF RISK

Tri-County Community Action Program, Inc. receives a majority of its support from federal and state governments. For the years ended June 30, 2021 and 2020, approximately $18,238,690 (76%) and $14,380,020 (74%), respectively, of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant impact on the Organization's programs and activities.

Cornerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the years ended June 30, 2021 and 2020, approximately 67% and 68%, respectively, of the Organization's total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone Housing North, Inc.'s assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, the Organization operates in a regulated environment. The operation of the Organization is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

NOTE 13. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following specific program services as of June 30, 2021 and 2020:

	2021	2020
Temporary Municipal Funding	$ 216,423	$ 307,017
FAP	174,056	102,998
Restricted Buildings	39,913	85,713
Loans – HSGP	24,403	22,029
FAP/EAP	16,330	24,350
RSVP Program Funds	5,887	5,887
Head Start	5,856	-
RSVP – Matter to Balance	500	500
10 Bricks Shelter Funds	17	-
DOE	-	46,287
Donations to Maple Fund	-	1,571
Loans – HHARLF	-	104
Coronavirus Response	-	94
Total net assets with donor restrictions	$ 438,385	$ 596,550

NOTE 14. COMMITMENTS AND CONTINGENCIES

Grant Compliance

The Organization receives funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

Environmental Contingencies

On March 30, 2009, the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company.

The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment, provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

Loss Contingencies

During the year ended June 30, 2018 and subsequently, legal actions were brought against the Organization. Due to the uncertainty of the outcome of such cases as of June 30, 2021, as well as the uncertainty of the Organization's potential liability, no amount has been accrued by the Organization at this time.

NOTE 15. REPLACEMENT RESERVE AND RESIDUAL RECEIPTS ACCOUNTS

Under Cornerstone Housing North, Inc.'s regulatory agreement with HUD, the Organization is required to set aside amounts into a replacement reserve for the replacement of property and other project expenditures approved by HUD. HUD-restricted deposits of $181,723 and $155,278 were held in a segregated account at June 30, 2021 and 2020, respectively. HUD-restricted deposits generally are not available for operating purposes.

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. Residual receipts of $59,517 and $31,049 were held in a segregated account for the years ended June 30, 2021 and 2020, respectively.

HUD has initiated policies to recapture funds built up in residual receipts accounts upon renewal of the Organization's project rental assistance contract. The policies direct that the amounts in excess of certain limits in the residual receipts account be (a) used to offset rent subsidies due from HUD under HAP contracts, or (b) remitted directly to HUD. The policies generally require project owners to limit the monies accumulated in the residual receipts account to $250 per unit.

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

In accordance with the policy noted above, the Organization was required to remit funds to HUD totaling $31,412 during the year ended June 30, 2020. In addition to the funds remitted, HUD approved the Organization to withdraw $11,852 from the residual receipts account for equipment during the year ended June 30, 2020.

NOTE 16. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

NOTE 17. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through November 19, 2021, the date the financial statements were available to be issued.

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Health and Human Services				
HEAD START CLUSTER				
Head Start	93.600		01CH10000-06-00	$ 1,811,807
Head Start	93.600		01CH011938-01-00	1,100,815
CRSSA-Head Start	93.600			44,544
			CLUSTER TOTAL	2,957,166
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-20B1NHLIEA	171,618
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-21B1NHLIEA	4,833,072
CV-Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	2001NHE5C3	787,286
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-20B1NHLIEA 1056420	(12,553)
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-21B1NHLIEA 1056420	227,527
			TOTAL	6,006,950
AGING CLUSTER				
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	93.044	State of New Hampshire Office of Energy and Planning	18AANHT3SS	6,489
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr. Wheels)	93.044	State of New Hampshire Department of Health and Human Services	512-500352	81,322
			TOTAL	87,811
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate & HD Meals)	93.045	State of New Hampshire Department of Health and Human Services	541-500386	300,127
CV-Special Programs for the Aging-Title III, Part C - Nutrition Services (Congregate & HD Meals)	93.045	State of New Hampshire Department of Health and Human Services		181,544
			TOTAL	481,671
Nutrition Services Incentive Program (NSIP)	93.053	State of New Hampshire Department of Health and Human Services	NONE	93,340
			CLUSTER TOTAL	642,822
Community Services Block Grant	93.569	State of New Hampshire Department of Health and Human Services	102-500731	470,848
CV - Community Services Block Grant	93.569	State of New Hampshire Department of Health and Human Services	NONE	279,400
			TOTAL	750,248
Temporary Assistance for Needy Families (NHEP Workplace Success)	93.558	Southern New Hampshire Services, Inc.	16-DHHS-BWW-CSP-05	36,127
Temporary Assistance for Needy Families (JARC)	93.558	State of New Hampshire Department of Health and Human Services	1802NHTANF	24,800
			TOTAL	60,927
HIV Care Formula Grants (Ryan White Care Program)	93.917	State of New Hampshire Department of Health and Human Services	530-500371	2,932
Social Services Block Grant (Title XX I&R)	93.667	State of New Hampshire Department of Health and Human Services	545-500387	104,826
Social Services Block Grant (Title XX HD)	93.667	State of New Hampshire Department of Health and Human Services	544-500388	85,043
Social Services Block Grant (Guardianship)	93.667	State of New Hampshire Department of Health and Human Services	102-500731	13,524
			TOTAL	203,393
Promoting Safe and Stable Families/Family Violence Prevention and Services/Discretionary	93.556 & 93.592	State of New Hampshire Coalition against Domestic and Sexual Violence	SPtRDV	13,226
Provider Relief Fund	93.498			31,678
Projects for Assistance in Transition from Homelessness	93.150	State of New Hampshire Office of Human Services, Bureau of Homeless	05-95-42-423010-7926	52,372
Special Programs for the Aging Title IV and Title II Discretionary Projects	93.048	University of New Hampshire		15,000
CV-Special Programs for the Aging Title IV and Title II Discretionary Projects	93.048	University of New Hampshire		19,319
			TOTAL	34,319
Total U.S. Department of Health and Human Services				$ 10,758,033

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Energy				
Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Service	EE0007935	$ 277,564
Total U.S. Department of Energy				$ 277,564
U.S. Corporation for National and Community Service				
Retired and Senior Volunteer Program	94.002		19SRANH001	$ 77,198
Total U.S. Corporation for National and Community Service				$ 77,198
U.S. Department of Agriculture				
Child and Adult Care Food Program	10.558	State of New Hampshire Department of Education	NONE	$ 138,900
FOOD DISTRIBUTION CLUSTER				
Emergency Food Assistance Program	10.569	BMCAP	CLUSTER TOTAL	17,739
Total U.S. Department of Agriculture				$ 156,639
U.S. Department of Homeland Security				
Emergency Food & Shelter Program (FEMA)	97.024			$ 5,886
CV-Emergency Food & Shelter Program (FEMA)	97.024			22,775
Total U.S. Department of Homeland Security				$ 28,661
U.S. Department of Justice				
Crime Victim Assistance (VOCA)	16.575	State of New Hampshire Coalition against Domestic and Sexual Violence	VOCA	$ 112,770
Sexual Assault Services Formula Program (SASP)	16.017	State of New Hampshire Coalition against Domestic and Sexual Violence	2019-KF-AX-0043	17,173
OVW Technical Assistance Initiative	16.526	Grafton County Court	OVW-2016-13829	13,794
Total U.S. Department of Justice				$ 143,737
U.S. Department of Transportation				
Formula Grants for Rural Areas (Section 5311)	20.509	State of New Hampshire Department of Transportation	NH-18-X048	$ 576,390
TRANSIT SERVICES PROGRAMS CLUSTER				
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of New Hampshire Department of Transportation	NH-65-X005	6,297
			CLUSTER TOTAL	6,297
Total U.S. Department of Transportation				$ 582,687
U.S. Department of Housing and Urban Development				
Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services	102-500731	$ 82,625
CV-Emergency Solutions Grant Program	14.231	State of NH Governor's Office for Emergency Relief & Recovery		58,804
			TOTAL	121,429
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	NH0020I1601811	71,885
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	SS-2019-BHHS-01-Coord-04	130,822
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	NONE	36,165
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	NH0120T1G00190	14,157
			TOTAL	253,029
Total U.S Department of Housing and Urban Development				$ 374,458

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Labor				
WIA/WIOA CLUSTER				
WIA/WIOA Adult Program	17.258	Southern New Hampshire Services, Inc.	2016-0004	$ 10,650
Total U.S. Department of Labor			CLUSTER TOTAL	$ 10,650
U.S. Department of the Treasury				
Coronavirus Relief Fund	21.019	Volunteer NH!		$ 24,301
Coronavirus Relief Fund	21.019	State of NH Governor's Office of Emergency Relief and Recovery Housing Stabilization Fund		1,409,876
Coronavirus Relief Fund	21.019	State of NH Governor's Office of Emergency Relief and Recovery Shelter Modification Program		8,553
Coronavirus Relief Fund	21.019	State of NH Governor's Office of Emergency Relief and Recovery COVID - 19 Long Term Care Stabilization Program		38,190
			TOTAL	1,480,920
Emergency Rental Assistance Program	21.023	NH Housing Finance Authority		2,639,018
Total U.S. Department of the Treasury				$ 4,119,938
TOTAL EXPENDITURES OF FEDERAL AWARDS				$ 16,527,665
NON-FEDERAL				
New Hampshire Public Utilities Company - Electrical Assistance Program		BMCAP		$ 291,216

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S.Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE C - INDIRECT RATE

Tri-County Community Action Program Inc. has elected to not use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated November 19, 2021.

Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered Tri-County Community Action Program Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Tri-County Community Action Program Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

November 19, 2021
North Conway, New Hampshire

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2021. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Tri-County Community Action Program Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Tri-County Community Action Program Inc.'s compliance.

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

Opinion on Each Major Federal Program
In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

Report on Internal Control over Compliance
Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tri-County Community Action Program Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

November 19, 2021
North Conway, New Hampshire

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2021

1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.

2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.*

3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.*

5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.

6. No audit findings that are required to be reported in accordance with 2 CFR 200.516(a) are reported in this Schedule.

7. The programs tested as major programs included:

   U.S. Dept. of Health & Human Services, LIHEAP – ALN 93.568

   U.S. Dept. of the Treasury, Coronavirus Relief Fund – ALN 21.019

   U.S. Dept. of the Treasury, ERAP – ALN 21.023

   U.S. Dept. of Housing and Urban Development, CoC – ALN 14.267

   New Hampshire Public Utilities Company, Electrical Assistance Program (non-Federal)

8. The threshold for distinguishing Type A and B programs was $750,000.

9. Tri-County Community Action Program, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

TRI-COUNTY
COMMUNITY ACTION
Serving Coös, Carroll & Grafton Counties since 1965
Helping People. Changing Lives.

Board of Directors

FY2023

Coos County	Carroll County	Grafton County
Board Chair	Charles Monaghan	Linda Massimilla
Sandy Alonzo	Business	Elected Official
Business		
	Melissa Mullen	Ruth Heintz
Brian Hoffman	Business	Business Attorney
Business		
Fay Pierce		Richard Mcleod
Low Income		Low Income
		Treasurer
		George Sykes
		Elected Official

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

Jennne L. Robillard

CORE STRENGTHS

Program development, management and administration • Community collaborations
Development of policy, protocol, and service delivery to meet funder standards
Grant writing and management • Budget performance and financial reporting
Innovative solutions & problem solving • Capacity building
Professional presentations • Public speaking
Dedication • Imagination • Determination • Fortitude

PROFESSIONAL EXPERIENCE

Tri-County Community Action Programs, Inc.
Chief Executive Officer
Berlin, NH ***2018 - current FT employment***

Tri-County Community Action Programs, Inc.
Chief Operating Officer
Berlin, NH 2016 - 2018
Responsible for the operations of six agency Divisions with 15 individual programs that provide over 60 consumer services across three counties of Northern New Hampshire. Essential duties include; supervision of Division Directors, oversee and monitor program resources, revenues, expenditures and budget performance; tactical oversight of programs to meet or exceed agency defined strategic goals; develop and implement strategies to improve individual programs and overall agency program and fiscal performance; oversee and lead special projects such as the Annual Report, Strategic Plan, Community Needs Assessment process, and work with Senior Management Team to develop new service initiatives. Provide tactical guidance to Division Directors to trouble shoot issues and problems in the daily operations of programs.

Tri-County Community Action Programs, Inc.
Division Director: TCCAP Prevention Services
Berlin, NH 2015- 2016
Responsible for four agency programs under the umbrella of TCCAP Prevention Services; oversee division resources, revenues, and expenditures and monitor budget performance; general oversight of programs to meet or exceed agency defined strategic goals; supervise program directors; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and agency; develop fundraising and marketing strategies for programs; represent program through participation in state and local initiatives relative to program/division goals and service delivery; collaborate with stakeholders and elected officials, including presenting legislative testimony.

Tri-County Community Action Programs, Inc.
Program/Division Director: Support Center at Burch House
Littleton, New Hampshire 2007- 2015
Oversee daily operation and supervision of domestic and sexual violence crisis center and residential shelter; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and parent agency; oversee program resources, revenues and expenditures, and monitor budget performance and progress toward strategic goals; create and direct victim advocacy programs to ensure compliance with grant deliverables and applicable state and federal law; develop fundraising and marketing strategies; participate in state and local collaborations to enhance victim services; represent program in state and federal victim service initiatives, including presentation of legislative testimony; create and present trainings for medical and legal professionals on legal standards and best practices for victim services.

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

Bookkeeper: Women's Rural Entrepreneurial Network (WREN)
Bethlehem, NH current PT employment
Responsible for grant fiscal tracking, reporting, funds release and account transfers, bi-weekly payroll and 941 payments, accounts payable and receivable, month end reconciliations for bank accounts, credit cards, petty cash, retail and market sales; monthly POS/QB reconciliation for three retail locations, preparing monthly cash flow, forecasts, and standard fiscal reports for Board of Directors.

Tri-County Community Action Programs, Inc.
Direct Services/Volunteer Coordinator: Support Center at Burch House
Littleton, New Hampshire 1997 to 2007
Provide advocacy and direct service to victims of domestic and sexual violence; supervise court advocacy programs; recruit, train and supervise staff, volunteers, and interns; develop agency systems, policies and protocols; create and present community outreach presentations and campaigns; present school-based violence prevention classes for grades K-12 ; provide on-call coverage of crisis line

Director: Haverhill Area Juvenile Diversion Program
Woodsville, New Hampshire 1999-2001
Recruit, train, and supervise volunteer diversion committees; establish community programming for diverted youth; supportive counseling of youth; maintain collaborative relationships between the court system, juvenile service officers, local police departments, and diversion program; prepare and file court reports on diverted youth; community outreach and education

Counselor/Title I Teacher: Northern Family Institute-Jefferson Shelter
Jefferson, New Hampshire 1996-1999
Provide individual supportive counseling to adjudicated youth, facilitate peer support groups, develop and implement treatment plans and case management services to clients, supervise and tutor youth in classroom setting, supervise youth in daily living skills

Education

BS in Human Services, Springfield College School of Human Services, Boston, MA
Criminal Justice Concentration, *Graduated with 4.0 GPA*

AS in Drug and Alcohol Rehabilitation Counseling (DARC Program)
Southern Connecticut Community College, New Haven, CT

Additional Skills, Professional Leadership and Civic Affiliations

- Chairman, Bethlehem Board of Selectmen, Town of Bethlehem Twice Elected *2006-2010*
- Chairman, Arts Alliance of Northern New Hampshire *2000-2003, Treasurer 1996-1998*
- Chairman, Haverhill Area Family Violence Council *1998-2003*
- Certified PRIME FOR LIFE Impaired Driver Intervention Program Instructor #NH16199
- Registered Sexual Harassment Prevention Trainer in the State of New Hampshire
- Board Member, Women's Rural Entrepreneurial Network *2014; Individual Member 2008-2017*
- Bethlehem Planning Board *2010 - 2015*
- Bethlehem Conservation Commission *2006 - current*
- Granite United Way, North Country Cabinet Member *2011-2012*
- TCCAP: Commendation- Division Director Award, *2011*
- Bethlehem Citizen's Advisory Committee on Recycling *2007-2010*
- Licensed Foster Parent, State of NH *2000-2006*
- Small Business Owner : Aurora Energies *2015- current*
- Speakeasy Trio Jazz Vocalist/ Sweet Jamm Swing Band Jazz Vocalist *1997- current*
- Member, United States Figure Skating Association/International Skating Institute *current since 1993*

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

RANDALL S. PILOTTE

SUMMARY

Accounting professional with over 29 years of experience, of which 21 years were with a single private manufacturer. 16 years of experience managing accounting professionals. Key competencies include:

Financial Statements	Accounts Payables	Inventory	Fixed Assets
Payroll	Bank Reconciliations	Accounts Receivables	Sales/Use Tax
Budgeting	Cash Flow Management	Audits	Forecasting

EXPERIENCE

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH — 06/2013-Present

CFO (2017 – Present)
Work closely with the CEO, Treasurer and Finance Committee to identify performance goals for the Agency and to maintain systems to monitor performance against those goals. Plan, direct, coordinate, implement and evaluate the financial management systems and activities of the Agency with a budget of $18M.

- Prepare/provides complete and accurate financial, statistical, and accounting records for the Agency and outside regulatory agencies.
- As a member of the senior management team, assists in the formulation and execution of corporate finance policies, objectives and programs.
- Prepares program and agency budgets in conjunction with the CEO and Program Directors. Plan, direct, coordinate, implement and evaluate fiscal performance reviews of Tri-County CAPs divisions.
- Hire, train, direct and evaluate employee performance within the department; recommend promotions and salary adjustments.
- Provides supervision and direction for the Facilities Management Team, ensuring that all mortgages, leases and covenants are maintained for Tri-County CAP's facilities. Creation of five-year capital plan.
- Reviews cash flows for each division, monitor cash management practices, and monitor investments associated with each property.
- Prepared five-year debt reduction plan.

Fiscal Director/Interim CFO (2016 – 2017)

- Direct and manage a fiscal staff of 5 and processes associated with the general ledger, payroll, and accounts payable, accounts receivable, cash receipts and fixed assets.
- Prepare and supervise the production of financial statements including Balance Sheet, Revenue and Expense Reports, and Cost Summaries on a monthly and annual basis.
- Maintain proper accounting controls on grants and contributions to ensure accurate revenue reporting and expense tracking to support periodic monitoring's by funders and auditors.
- Ensure all balance sheet, revenue and expense accounts are analyzed and reconciled periodically.
- Collaborate with Division Directors to monitor departmental revenue and expenses versus budget.
- Worked with the CFO to develop real time monthly and annual financial reporting; and implementing departmental goals.
- Prepare audit schedules for external auditors.
- Collaborate with external auditors in completing annual audit in a timely manner

Accounting Manager (2015-2016)

Sr. Accountant (2013-2014)
RANDALL PILOTTE RESUME:

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

KENT NUTRITION GROUP, INC. (f/k/a Blue Seal Feeds, Inc.), Londonderry, NH 03/1989-09/2010

Assistant Controller (2005-2010)

- Ensured an accurate and timely monthly and year end close, consisting of the preparation of a consolidated and individual financial statement in accordance with GAAP for nine manufacturing plants and 11 retail stores with gross revenues in excess of $200M. Additional responsibilities included preparing journal entries, account analysis, inventory review and observation, fixed assets, and depreciation.
- Managed, trained, and supervised a staff accountant responsible for ensuring accurate journal entries, inventory reconciliation, tonnage tax returns, bank reconciliations, and assignment of special projects.
- Oversaw all aspects of proprietary software, multi-state payroll system for 500 employees. Prepared all federal and state payroll tax reports, including quarterly and year-end returns, processing of W2s, and supervision of payroll clerk.
- Interfaced with 18 various banks throughout New England and Mid-Atlantic area used as depositories.
- Prepared multi-state sales/use tax returns and acted as point of contact for audits.
- Pro-actively coached and consulted plant and store management on the annual budget development process.
- Oversaw month-end accruals.
- Assisted and responded to auditors' requests on annual audit.
- Filed annual franchise and abandoned property reports with appropriate states.

Accounting Manager (1999-2005)

Supported the Corporate Controller's initiatives by providing supervision and oversight to the Accounting function. Supervised and trained two accounts payable clerks on Chart of Accounts, Accounts Payable, timely and accurate processing and payment of vendor's invoices, employee travel reimbursements, and standard accounting practices.

Accountant/Payroll Supervisor (1994-1999)

Accountant (1989-1994)

NORTHERN TELECOM, INC., Concord, NH 05/1987-03/1989

Associate Results Accountant (1988-1989)

Accounts Payable (1987-1988)

EDUCATION

Bachelor of Science, Accounting, FRANKLIN PIERCE COLLEGE, Concord, NH

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

Brenda Gagne
Department Head, Economic Supports
Interim CPO
Tri County Community Action Program Inc.

Professional Summary:

Successful oversight of the day to day aspects and operations of Tri County CAP's Transit, Guardianship and Energy Assistance Programs.

Experience:

Tri County Community Action Program, Inc.
6/30/2020 - Present

Department Head, Economic Supports
6/5/2022 Interim CPO

Tri County CAP, Inc.
Tri County Transit
31 Pleasant St.
Berlin NH 03570
5/2017 – 6/30/2020

Director of Transportation

Responsibilities include;
Overseeing the operations and administrative functions of a social service transportation program serving Coos, Northern Grafton and Carroll Counties.

Tri-County CAP, Inc.
Tri County Transit
31 Pleasant St.
Berlin NH 03570
7/2004-5/2017

Operations Manager

Responsibilities include;
*Running the daily operations of a public transit and para transit service.
*Facility Management.
*Gathering statistics
*Quarterly reporting to NHDOT and BEAS.

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

*Preparing quarterly invoices to BEAS and NHDOT
*Weekly employee scheduling, staff management.
*Creating procedure manuals
*Grant writing
*Budget preparation
*Writing Warrant Articles
*Drug & Alcohol Testing
*Emergency Preparedness

Mountain Village Construction
P.O. Box 96
Milan, N.H. 03588
5/1995 - 1/2004

Accounts Manager/Office Manager

Responsibilities included;
*Customer service.
*Accounting using Quick Books Pro.
*Preparing payroll and Tax Payments.
*Preparing Customer Statements and Invoices.
*Accounts Receivable and Accounts Payable.
*Creating and running Profit and Loss Reports.
*Data Entry.
*Phone communications and general secretarial duties.

Milan Parks and Recreation Dept.
P.O. Box 300
Milan, N.H. 03588
6/1997 - 3/2002

Parks and Recreation Director

Responsibilities included;

*Directed and implemented sports and recreational programs for youth and adults for the Towns of Milan, West Milan, and Dummer.
*Development of new programs and year round activities.
*Producing yearly budgets.
*Equipment and materials purchasing.
*Organizing and supervising a large Volunteer staff.
*Working with the public to create new programs.
*Coordinating with the Milan Village School on athletic and after school programs.
*Applying for Federal and State Grants.

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

Education:

Graduate Gorham High School
Gorham NH

Granite State College
Emergency Management

Southern New Hampshire University
Bachelor of Business Administration

NHDOT Courses
Fundamentals of Successful Project Management, MTAP/RTAP Financial Management Course
Basics of Facilities Management Seminar (Facility Maintenance Plan), Transit Security Workshop
FTA Drug & Alcohol Workshop, Emergency Planning and Disaster Management, NH Conference on Statewide Emergency Preparedness, Procurement for Small and Medium Transit Systems.

Certified Training and Safety Reviewer
Community Transportation Association of America
June 2009

Certified Safety and Security Officer
Community Transportation Association of America
10/2010

Tri State Transit Conference
9/2007, 10/2008, 10/2010, 9/2011, 9/2013, 9/2014, 9/2016, 9/2017

Grant Writing Workshop
New Hampshire Community Technical College
Berlin NH 10/2005

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

SARAH WIGHT

[redacted]

EXPERIENCE

April 2021 – Present
Department Head Housing Stability, TRI-COUNTY COMMUNITY ACTION

2019 – April 2021
PROGRAM DIRECTOR (DIVISION DIRECTOR) ENERGY ASSISTANCE SERVICES, TRI-COUNTY COMMUNITY ACTION

- Ensure the Energy Assistance Program's contracts and Federal guidelines are followed by all employee's within the program
- Create and Track Budgets for the program, staying within the programs contracted amount
- Attend monthly/quarterly meetings with the Office of Strategic Initiatives and Neighbor Helping Neighbor
- Update Department Head of any changes or issues that arise

FEBRUARY 2014 – 2019
ENERGY ASSISTANCE PROGRAM MANAGER, TRI-COUNTY COMMUNITY ACTION

- Supervise the processing of the Fuel and Electric Applications
- Oversee staff members of the Energy Assistance Services Program
- Interview and hire staff.
- Work with Office Coordinators with disciplinary actions and/or plans
- Have a professional relationship with outside agencies, town offices and state programs
- Submit weekly and monthly reimbursement request

AUGUST 2010 – FEBRUARY 2019
CERTIFIER, TRI-COUNTY COMMUNITY ACTION

- Verify that submitted Fuel and Electric Applications are processed correctly and all required information is included
- Ensure the State Manual is known and followed when processing applications
- Have a professional relationship with vendors and landlords with mutual clients
- Make referrals to other programs or agencies that can assist clients further

AUGUST 2009 – August 2010
FRONT DESK/DATA ENTRY, ANDROSCOGGIN VALLEY HOSPITAL

- Answer telephone and in person questions
- Enter daily charges and payments
- Update spreadsheets with Medicare and Medicaid payments
- Process refunds

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

SHERETTA DAVIS

EXPERIENCE

March 2019 – Present
Program Director Homeless Intervention & Prevention -Tri-County CAP

- Processing of applications for all Housing Stability programs for approval and preparing check requests.
- Assisted Domestic Violence victims who resided at Support Center at Burch House with obtaining stable housing, enrolled them in HUD-RRH program, provided ongoing case management, and making sure all files were in compliance with the Coalition reporting standards.
- Processing and approval of all NH Housing Relief Program applications to ensure stabilized housing during the COVID-19 pandemic.
- Building relationships with multiple landlords within Grafton, Coos, and Carroll Counties.
- Supervising the case managers and outreach workers to ensure they are meeting the program deliverable for homeless intervention & prevention, and complete billing invoices within the division for entry into HMIS & Empower.

July 2015 - Present
Accounting, Davis & Brothers Associates

- Preparation of Individual/Business tax returns. Responsible for new customer development and customer service.
- Printing and distribution of tax refund checks, assisting clients with documents requested by IRS and follow up calls to clients.
- Training new tax preparers on policies and procedures.

EDUCATION

May 2008
M.B.A in Accounting, Everest University
Studying of accounting and procedures

SKILLS

- Bookkeeping
- Customer Service (On Site & Virtual)
- Payroll
- Office Management & Administration
- Human Resource, Interviewing & Hiring, Employee Training
- Office Management & Administration
- Accounts Payable & Accounts Receivable
- Assistant Manager
- Tax Preparer, Valid PTIN
- Legal Document Coder

COMMUNICATION

Excellent communication, organizational, and project management skills. PC proficient with MS Office, QuickBooks, Peachtree, Inforum Gold, and Microstep.

DocuSign Envelope ID: 471286C6-D900-4D12-93CC-32AD2233CD69

Tri-County Community Action Program, Inc.

Key Personnel

Name	Job Title	Salary	Amount of Salary paid by Contract
Jeanne Robillard	CEO	$132,000	N/A
Randall Pilotte	CFO	$90,000	N/A
Brenda Gagne	Interim CPO	$65,000	N/A
Sarah Wight	Department Head	$60,000	$6,000
Sheretta Davis	Program Director	$45,000	$4,500

15 mac

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 6, 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 amend existing contracts with the vendors listed below in bold, for the continued provision of the State Grant in Aid (SGIA) Homeless Assistance program, by exercising contract renewal options by increasing the total price limitation by $5,665,716 from $6,882,604 to $12,548,320 and by extending the completion dates from June 30, 2021 to June 30, 2023 effective upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval
Bridge House Shelters	**165288 - B001**	**Plymouth NH**	**$142,620**	**$122,348**	**$264,968**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**
Community Action Partnership of Strafford County	177200 - B004	Dover NH	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	$0	$0	$0	O: 06/19/19 (Item #40)
Concord Coalition to End Homelessness	**267140 - B001**	**Bow NH**	**$68,709**	**$117,236**	**$185,945**	**O: 06/19/19 (Item #40) A1: July 15, 2020 Item #20**
Cross Roads House	**166570 - B001**	**Portsmouth NH**	**766,784**	**$623,974**	**1,390,758**	**O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)**

Families in Transition, NH	**157730 - B001**	**Manchester NH**	**$1,658,284**	**$1,284,654**	**$2,942,938**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Friends Program	154987 - B001	Concord NH	$174,710	$0.00	$174,710	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Helping Hands Outreach Center	**174226 - R001**	**Manchester NH**	**$209,516**	**$195,756**	**$405,272**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Hundred Nights, Inc.	**TBD**	**Keene NH**	**$220,854**	**$214,110**	**$434,964**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Lakes Region Community Developers	**156571 - B001**	**Laconia NH**	**$88,761**	**$116,230**	**$204,991**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Marguerites Place	**157466 - B001**	**Nashua NH**	**$186,836**	**$140,700**	**$327,536**	**O: 06/19/19 (Item #40) Item #40 A1: 07/15/20 (Item #20)**
My Friend's Place	**156274 - B001**	**Dover NH**	**$177,231**	**$128,466**	**$305,697**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Nashua Soup Kitchen & Shelter, Inc.	**174173 - R001**	**Nashua NH**	**$284,806**	**$183,522**	**$468,328**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
New Generation	**177295 - B001**	**Greenland NH**	**$162,400**	**$134,582**	**$296,982**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
NH Coalition Against Domestic and Sexual Violence	**155510 - B001**	**Concord NH**	**$791,802**	**$887,024**	**$1,678,826**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**

Salvation Army Carey House, Laconia	**177627 - B001**	**Laconia NH**	**$200,062**	**$244,696**	**$444,758**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Salvation Army McKenna House, Concord, Eastern Territory	**177627 - B003**	**Concord NH**	**$312,915**	**$256,930**	**$569,845**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Seacoast Family Promise	**TBD**	**Exeter NH**	**$94,661**	**$85,644**	**$180,305**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Southern NH Services	177198 - B006	Manchester NH	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
Southwestern Community Services	**177511 - R001**	**Keene NH**	**$527,563**	**$464,922**	**$992,485**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Front Door Agency	**156244 - B001**	**Nashua NH**	**$287,991**	**$269,166**	**$557,157**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
The Way Home, Inc.	**166673 - B001**	**Manchester NH**	**$140,656**	**$116,230**	**$256,886**	**O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)**
Tri-County CAP, Inc.	**177195 - B009**	**Berlin NH**	**$126,299**	**$79,526**	**$205,825**	**O: 07/10/19 Item #16 A1: 07/15/20 (Item #20)**
Waypoint	177166 - B002	Manchester NH	$252,556	$0.00	$252,556	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A1: 07/15/20 (Item #20)
		Total:	$6,882,604	$5,665,716	$12,548,320	

Funds are anticipated to be available in State Fiscal Years 2022 and 2023 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue State Grant in Aid (SGIA) Homeless Assistance program .to ensure individuals and families experiencing housing instability receive the essential services and supports that include case management and emergency shelter services or case management services only.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will continue providing emergency shelter to individuals and families who are homeless. The Contractors will also continue providing case management services to individuals and families who are currently in shelters as well as individuals and families who are unsheltered in order to link them with housing services; other essential services; and provide ongoing case management. The case management services are personalized and based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services; assistance with applications for housing; assistance with applications for public assistance; referrals for healthcare, including mental health or substance use treatment; linkages to education, and employment supports.

The Contractors are monitored for performance through reports available from the Homeless Management Information System, which include information regarding:

- Length of time individuals remain homeless.
- The extent to which individuals who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

As referenced in Exhibits C-1 of the original contracts, 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 Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Respectfully submitted,

Lori A. Shibinette
Commissioner

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM
100% General Funds

Bridge House Shelters — Vendor # 1652: Vendor # 1652: Vendor # 165288 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$83,490	$0	$83,490	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$59,130	$0	$59,130	
2022	102/500732	Contracts for Program Services	TBD	$61,174	$0	$61,174	
2023	102/500733	Contracts for Program Services	TBD	$61,174	$0	$61,174	
		Sub Total		$264,968	$0	$264,968	

Community Action Partnership of Strafford County — Vendor # 177200 - B004

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$6,588	$0	$6,588	O: 06/19/19 (Item #40) A1: 07/15/20 Item #20
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$6,588	$0	$6,588	

Community Action Program, Belknap and Merrimack — Vendor # 177203 - B003

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Concord Coalition to End Homelessness — Vendor # 287140 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$10,091	$0	$10,091	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2022	102/500732	Contracts for Program Services	TBD	$58,618	$0	$58,618	
2023	102/500733	Contracts for Program Services	TBD	$58,618	$0	$58,618	
		Sub Total		$185,945	$0	$185,945	

Cross Roads House — Vendor # 166570 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$465,221	$0	$465,221	O: 06/19/19 (Item #40) A1: 07/15/20,
2021	102/500731	Contracts for Program Services	TBD	$301,563	$0	$301,563	
2022	102/500732	Contracts for Program Services	TBD	$311,987	$0	$311,987	

2023	102/500733	Contracts for Program Services	TBD	$311,987	$0	$311,987	(Item #20) A2: 05/19/21 (Tabled Item #15)
		Sub Total		$1,390,758	$0	$1,390,758	

FITNHNH, Inc. Vendor # 157730 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$1,037,418	$0	$1,037,418	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$620,866	$0	$620,866	
2022	102/500732	Contracts for Program Services	TBD	$642,327	$0	$642,327	
2023	102/500733	Contracts for Program Services	TBD	$642,327	$0	$642,327	
		Sub Total		$2,942,938	$0	$2,942,938	

Friends Program Vendor # 154987 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$88,971	$0	$88,971	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$88,702	$88,702	
2023	102/500733	Contracts for Program Services	TBD	$0	$88,702	$88,702	
		Sub Total		$174,710	$177,404	$352,114	

Helping Hands Outreach Center

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$114,908	$0	$114,908	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$94,608	$0	$94,608	
2022	102/500732	Contracts for Program Services	TBD	$97,878	$0	$97,878	
2023	102/500733	Contracts for Program Services	TBD	$97,878	$0	$97,878	
		Sub Total		$405,272	$0	$405,272	

Hundred Nights, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$117,376	$0	$117,376	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$103,478	$0	$103,478	
2022	102/500732	Contracts for Program Services	TBD	$107,055	$0	$107,055	
2023	102/500733	Contracts for Program Services	TBD	$107,055	$0	$107,055	
		Sub Total		$434,964	$0	$434,964	

Lakes Region Community Developers

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$32,587	$0	$32,587	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	

		Sub Total		$204,991	$0	$204,991	A2: 05/19/21 (Tabled Item #15)

Marquerites Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$118,536	$0	$118,536	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$68,300	$0	$68,300	
2022	102/500732	Contracts for Program Services	TBD	$70,350	$0	$70,350	
2023	102/500733	Contracts for Program Services	TBD	$70,350	$0	$70,350	
		Sub Total		$327,536	$0	$327,536	

My Friend's Place

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$115,144	$0	$115,144	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$62,087	$0	$62,087	
2022	102/500732	Contracts for Program Services	TBD	$64,233	$0	$64,233	
2023	102/500733	Contracts for Program Services	TBD	$64,233	$0	$64,233	
		Sub Total		$305,697	$0	$305,697	

Nashua Soup Kitchen & Shelter, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$196,111	$0	$196,111	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$88,695	$0	$88,695	
2022	102/500732	Contracts for Program Services	TBD	$91,761	$0	$91,761	
2023	102/500733	Contracts for Program Services	TBD	$91,761	$0	$91,761	
		Sub Total		$468,328	$0	$468,328	

New Generation

Vendor # 177295 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$97,357	$0	$97,357	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$65,043	$0	$65,043	
2022	102/500732	Contracts for Program Services	TBD	$67,291	$0	$67,291	
2023	102/500733	Contracts for Program Services	TBD	$67,291	$0	$67,291	
		Sub Total		$296,982	$0	$296,982	

NH Coalition Against Domestic and Sexual Violence

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$363,109	$0	$363,109	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$428,693	$0	$428,693	
2022	102/500732	Contracts for Program Services	TBD	$443,512	$0	$443,512	
2023	102/500733	Contracts for Program Services	TBD	$443,512	$0	$443,512	
		Sub Total		$1,678,826	$0	$1,678,826	

Salvation Army Carey House, Laconia

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$81,802	$0	$81,802	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$118,260	$0	$118,260	
2022	102/500732	Contracts for Program Services	TBD	$122,348	$0	$122,348	
2023	102/500733	Contracts for Program Services	TBD	$122,348	$0	$122,348	
		Sub Total		$444,758	$0	$444,758	

Salvation Army McKenna House, Concord, Eastern Territory

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$188,742	$0	$188,742	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$124,173	$0	$124,173	
2022	102/500732	Contracts for Program Services	TBD	$128,465	$0	$128,465	
2023	102/500733	Contracts for Program Services	TBD	$128,465	$0	$128,465	
		Sub Total		$569,845	$0	$569,845	

Seacoast Family Promise

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$53,270	$0	$53,270	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21
2021	102/500731	Contracts for Program Services	TBD	$41,391	$0	$41,391	
2022	102/500732	Contracts for Program Services	TBD	$42,822	$0	$42,822	
2023	102/500733	Contracts for Program Services	TBD	$42,822	$0	$42,822	
		Sub Total		$180,305	$0	$180,305	

Southern NH Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$0	$0	$0	O: 06/19/19 (Item #40) A1: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$0	$0	$0	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$0	$0	$0	

Southwestern Community Services

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$302,869	$0	$302,869	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$224,694	$0	$224,694	
2022	102/500732	Contracts for Program Services	TBD	$232,461	$0	$232,461	
2023	102/500733	Contracts for Program Services	TBD	$232,461	$0	$232,461	
		Sub Total		$992,485	$0	$992,485	

The Front Door Agency

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$157,905	$0	$157,905	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$130,086	$0	$130,086	
2022	102/500732	Contracts for Program Services	TBD	$134,583	$0	$134,583	
2023	102/500733	Contracts for Program Services	TBD	$134,583	$0	$134,583	
		Sub Total		$557,157	$0	$557,157	

The Way Home, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$84,482	$0	$84,482	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$56,174	$0	$56,174	
2022	102/500732	Contracts for Program Services	TBD	$58,115	$0	$58,115	
2023	102/500733	Contracts for Program Services	TBD	$58,115	$0	$58,115	
		Sub Total		$256,886	$0	$256,886	

Tri-County CAP, Inc

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$87,864	$0	$87,864	O: 06/19/19 (Item #40) A1: 07/15/20, (Item #20) A2: 05/19/21 (Tabled Item #15)
2021	102/500731	Contracts for Program Services	TBD	$38,435	$0	$38,435	
2022	102/500732	Contracts for Program Services	TBD	$39,763	$0	$39,763	
2023	102/500733	Contracts for Program Services	TBD	$39,763	$0	$39,763	
		Sub Total		$205,825	$0	$205,825	

Waypoint

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget	G&C Approval
2020	102/500731	Contracts for Program Services	TBD	$166,817	$0	$166,817	O: 06/19/19 (Item #40) A1: 08/28/19 (Item #20B) A2: 07/15/20 (Item #20)
2021	102/500731	Contracts for Program Services	TBD	$85,739	$0	$85,739	
2022	102/500732	Contracts for Program Services	TBD	$0	$0	$0	
2023	102/500733	Contracts for Program Services	TBD	$0	$0	$0	
		Sub Total		$252,556	$0	$252,556	

Overall Total	$12,548,320	$177,404	$12,725,724	

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the State Grant-in-Aid Homeless Assistance Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Tri-County CAP, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2019, (Item #16), as amended on July 15, 2020, (Item #20), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Form P-37, General Provisions, Section 2. Renewal, the Contract may be amended and extended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and 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 1.7, Completion Date, to read:

   June 30, 2023

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $205,825

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, to read:

   2. Scope of Services

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide that include but are not limited to:

   2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

   2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment on a short-term emergency or transitional basis, as described in RSA 126-A:26.

   2.1.3. Operating a facility in accordance with Exhibit C, Section 15, Operation of Facilities: Compliance with Laws and Regulations that includes, but is not limited to:

   2.1.3.1. Building maintenance and repair.

   2.1.3.2. Security systems.

   2.1.3.3. Heating and possible cooling equipment.

   2.1.3.4. Property and business insurance.

   2.1.3.5. Utilities and furnishings.

   2.1.3.6. Amenities, including bathrooms.

   2.2. The Contractor shall assist individuals and families who are homeless with accessing and applying for services that lead to permanent housing by providing Case

Management Services that include, but are not limited to:

2.2.1. Assessing individual and family needs for well-being and obtaining housing.

2.2.2. Developing individualized plans with the types of services and assistance programs to meet individual and family and needs.

2.2.3. Assisting individuals and families with accessing emergency shelter.

2.2.4. Assisting individuals and families with applying for and accessing permanent housing.

2.2.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.2.6. Assisting individuals and families with accessing community providers and supports, that may include, but are not limited to, mental health services, substance use treatment, medical care, employment services, veterans benefits, financial and food assistance, and education supports.

2.3. The Contractor shall comply with program requirements that include, but are not limited to:

2.3.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include:

2.3.1.1. Housing First Approach;

2.3.1.2. Safe and appropriate diversion;

2.3.1.3. Immediate and low-barrier access;

2.3.1.4. Housing-focused, rapid exit services; and

2.3.1.5. Data to measure performance.

2.3.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted op January 23, 2018, that is herein incorporated by reference and as amended.

2.3.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions, which may include but are not limited to mental health services; medication stability; sexual orientation; vulnerability to illness; vulnerability to victimization; vulnerability to physical assault; racial equality; marital status; or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.3.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restricted by law. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.3.5. Agreeing to on-site monitoring, on an annual basis, to review compliance,

progress, and performance, which includes, but is not limited to:

2.3.5.1. Reviewing policies and procedures for services provided.

2.3.5.2. Reviewing financial analyses.

2.3.5.3. Reviewing for compliance with safety and hazard requirements.

2.3.5.4. Reviewing Data and HMIS entry standards.

2.3.6. Complying with New Hampshire Administrative Rules He-M 314, Rights of Persons Using Emergency Shelters and ensuring individuals understand their rights. http://www.gencourt.state.nh.us/rules/state_agencies/he-m300.html

2.4. The Contractor shall complete a SGIA Program Project Program Monitoring Workbook per Department request.

2.5. The Contractor shall participate in training on contractual compliance and technical assistance, as required by the Department.

4. Modify Exhibit B, Method and Conditions Precedent to Payment Section 3 by adding Subsection 3.6 to read:

3.6. The Contractor shall provide backup documentation for all reimbursement requests.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

3/21/2021
Date

DocuSigned by:
Christine Santaniello
Name: Christine Santaniello
Title: Director

Tri-County CAP, Inc.

3/19/2021
Date

DocuSigned by:
Jeanne Robillard
Name: Jeanne Robillard
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3/31/2021

Date

DocuSigned by:

Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

20 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 29, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend existing **Retroactive** agreements with the vendors listed below to provide the State Grant in Aid (SGIA) Homeless Assistance program, by modifying the agreements to have individual price limitations instead of a shared price limitation for vendors listed in the table below and terminating two agreements with vendors as indicated in the table below, and decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604, with no change to the contract completion dates of June 30, 2021, effective retroactive to July 1, 2020 upon Governor and Council approval. 100% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Vendor Name	Vendor Code	Area Served	Current Amount	Revised Amount	G&C Approval
Bridge House Shelters	165288 - B001	Plymouth NH	Shared	$142,620	June 19,2019 Item #40
Community Action Partnership of Strafford County	177200 - B004	Dover NH	Shared	$6,588	June 19,2019 Item #40
Community Action Program, Belknap and Merrimack	177203 - B003	Concord NH	Shared	$0	O:
Concord Coalition to End Homelessness	267140 - B001	Bow NH	Shared	$68,709	June 19,2019 Item #40
Cross Roads House	166570 - B001	Portsmouth NH	Shared	$766,784	June 19,2019 Item #40
Families in Transition, NH	157730 - B001	Manchester NH	Shared	$1,658,284	June 19,2019 Item #40
Friends Program	154987 - B001	Concord NH	Shared	$174,710	June 19,2019 Item #40
Helping Hands Outreach Center	174226 - R001	Manchester NH	Shared	$209,516	June 19,2019 Item #40
Hundred Nights, Inc	TBD	Keene NH	Shared	$220,854	June 19,2019 Item #40

Lakes Region Community Developers	156571 - B001	Laconia NH	Shared	$88,761	June 19,2019 Item #40
Marquerites Place	157465 - B001	Nashua NH	Shared	$186,836	June 19,2019 Item #40
My Friend's Place	156274 - B001	Dover NH	Shared	$177,231	June 19,2019 Item #40
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	Nashua NH	Shared	$284,806	June 19,2019 Item #40
New Generation	177295 - B001	Greenland NH	Shared	$162,400	June 19,2019 Item #40
NH Coalition Against Domestic and Sexual Violence	155510 - B001	Concord NH	Shared	$791,802	June 19,2019 Item #40
Salvation Army Carey House, Laconia	177627 - B001	Laconia NH	Shared	$200,062	June 19,2019 Item #40
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	Concord NH	Shared	$312,915	June 19,2019 Item #40
Seacoast Family Promise	TBD	Exeter NH	Shared	$94,661	June 19,2019 Item #40
Southern NH Services	177198 - B006	Manchester NH	Shared	$0	June 19,2019 Item #40
Southwestern Community Services	177511 - R001	Keene NH 03431	Shared	$527,563	June 19,2019 Item #40
The Front Door Agency	156244 - B001	Nashua NH 03064	Shared	$287,991	June 19,2019 Item #40
The Way Home, Inc	166673 - B001	Manchester NH	Shared	$140,656	June 19,2019 Item #40
Tri-County CAP, Inc	177195 - B009	Berlin NH	Shared	$126,299	July 10, 2019 Item #16
Waypoint	177166 - B002	Manchester NH	Shared	$252,556	June 19,2019 Item #40 A01: August 28, 2019 Item #20B
		Total	**$7,300,000 (Shared)**	**$6,882,604**	

Funds are available in the following accounts for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because Department's business operations were disrupted by COVID-19 which led to delays in the contract amendment review and approval process.

The purpose of this request is to modify the agreements to have individual price limitations instead of a shared price limitation and to terminate agreements with two (2) Contractors, decreasing the total price limitation by $417,396 from $7,300,000 to $6,882,604. The individual price limitations will allow each vendor to more accurately budget and allocate funding to meet the specific needs of the clients within the community.

Approximately 4,500 individuals will be served during each State Fiscal Year of this contract.

The Contractors will provide emergency shelter to individuals and families who are homeless. The Contractors will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Department will monitor the contracted services by requiring the Contractors to submit reports in the HMIS system that include the following:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability will not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Lori A. Shibinette
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the State Grant in Aid Homeless Assistance Program

This 2nd Amendment to the State Grant in Aid Homeless Assistance Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County CAP, Inc., (hereinafter referred to as ("the Contractor"), a nonprofit, with a place of business at 30 Exchange Street, Berlin, NH, 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 10, 2019 (Item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to Standard Contract Language, 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, modify the price limitation and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $126,299.

2. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1. to read:

   2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless statewide, including but not limited to:

3. Modify Exhibit A, Scope of Services, Section 2, Subsection 2.1.4. to read:

   2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

4. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 1, in its entirety.

5. Delete Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.1, in its entirety.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2, Subsection 2.2, to read:

   2.2. The Department will reimburse the Contractor based on the total emergency shelter beds in a program as reported to the Department of Housing and Urban Development. The rate includes all services provided in this Contract on behalf of the individual per day.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3, Subsection 3.1, to read:

   3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the fiftieth (15th) day of each month, for the previous month, and accompanied by an

invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/24/20
Date

Name: Christine Santoniello
Title: Director, DEHS

Tri-County CAP, Inc.

6/17/2020
Date

Name: Jeanne Robillard
Title: Chief Executive Officer

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

07/01/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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:

16 mac

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

JUN21'19 PM 2:44 DAS

DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 20, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into an agreement with the vendor listed below in bold to provide the State Grant in Aid (SGIA) Homeless Assistance program, in an amount not to exceed $7,000,000, effective upon Governor and the Executive Council approval through June 30, 2021. 100% General Funds.

Vendor Name	Vendor Number	Location
Bridge House Shelters	165288 - B001	260 Highland Street Plymouth NH 03264
Community Action Partnership of Strafford County	177200 - B004	577 Central Ave Ste 10 Dover NH 03820
Community Action Program, Belknap and Merrimack	177203 - B003	2 Industrial Park Drive Concord NH 03302
Concord Coalition to End Homelessness	267140 - B001	22 Stack Drive Bow NH 03304
Cross Roads House	166570 - B001	600 Lafayette Road Portsmouth NH 03801
Families in Transition, NH	157730 - B001	122 Market Street Manchester NH 03101
Friends Program	154987 - B001	202 N State Street Concord NH 03301
Helping Hands Outreach Center	174226 - R001	50 Lowell Street Manchester NH 03101
Hundred Nights, Inc	TBD	17 Lamson Street Keene NH 03431
Lakes Region Community Developers	156571 - B001	658 Union Ave Laconia NH 03246
Marquerites Place	157465 - B001	87 Palm Street Nashua NH 03060
My Friend's Place	156274 - B001	368 Washington Street Dover NH 03820
Nashua Soup Kitchen & Shelter, Inc	174173 - R001	2 Quincy Street Nashua NH 03061
New Generation	177295 - B001	9 Tide Mill Road Greenland NH 03840
NH Coalition Against Domestic and Sexual Violence	155510 - B001	One Hundred North Main Street Concord NH 03301

Salvation Army Carey House, Laconia	177627 - B001	177 Union Ave Laconia NH 03246
Salvation Army McKenna House, Concord, Eastern Territory	177627 - B003	58 Clinton Street Concord NH 03301
Seacoast Family Promise	TBD	27 Hampton Road Exeter NH 03833
Southern NH Services	177198 - B006	40 Pine Street Manchester NH 03108
Southwestern Community Services	177511 - R001	63 Community Way Keene NH 03431
The Front Door Agency	156244 - B001	7 Concord Street, Nashua NH 03064
The Way Home, Inc	166673 - B001	214 Spruce Street Manchester NH 03103
Tri-County CAP, Inc	**177195 - B009**	**30 Exchange Street Berlin NH 03570**
Waypoint	177166 - B002	464 Chestnut Street Manchester NH 03105
		Total: $7,000,000

Funds are available in the following account(s), and are anticipated to be available in State Fiscal Years 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office. During each state fiscal year of the contract, there is a shared price limitation among the vendor of $3,500,000. Consequently, there is no guaranteed minimum or maximum amount of client or service volume.

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	TBD	$3,500,000
2021	102-500731	Contracts for Prog Svc	TBD	$3,500,000
			Total	**$7,000,000**

EXPLANATION

The purpose of this request is to administer the State Grant in Aid (SGIA) Homeless Assistance program. The Contractor listed above will: provide emergency shelter services and case management services or case management services only to individuals who are homeless or at risk of becoming homeless. The Department will reimburse the Contractor at a rate of $11.00 for services provided to each individual per day.

Approximately 4,500 individuals will be served during each state fiscal year of this contract.

The Contractor will provide emergency shelter to individuals and families who are homeless. The Contractor will also provide case management services to individuals and families who are currently in a shelter or those who are unsheltered to link them with housing, other essential services, and provide ongoing case management. The case management services are personalized, based on the strengths and support needs for each individual or family. Case management services include, but are not limited to, housing navigation services, assistance with applications for housing, public assistance, referrals for healthcare, including mental health or substance use treatment, education, and employment supports.

The Contractor will be monitored for performance through reports available from the (Homeless Management Information System) HMIS system as follows:

- Length of time persons remain homeless.
- The extent to which persons who exit homelessness to permanent housing destinations return to homelessness.
- Successful exit to permanent housing destinations.

The vendor listed above was selected through a competitive bid process. A Request for Applications was posted on the Department of Health and Human Services website from March 28, 2019 through April 25, 2019. The Department received twenty-six (26) applications, with one vendor withdrawing after submission. The applications were reviewed and scored by a team of individuals with program specific knowledge. The review included a thorough discussion of the strengths and weaknesses of the applications. The Score Summary Sheet is attached.

The Department selected twenty-four (24) vendors to provide services through contract agreements. The Governor and Executive Council approved twenty-three (23) of the agreements on June 19, 2019 (Item #40).

As referenced in Exhibit C-1 of this contract, the Department has the option to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should Governor and Executive Council not authorize this request, individuals and families who are experiencing housing instability may not receive the essential services and supports for themselves and their families.

Area served: Statewide

Source of Funds: Source of Funds: 100% General Funds

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

FORM NUMBER P-37 (version 5/8/15)

Subject: State Grant in Aid Homeless Assistance Program (RFA-2020-DEHS-01-STATE-23)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Tri-County CAP, Inc.		1.4 Contractor Address 30 Exchange Street Berlin NH 03570	
1.5 Contractor Phone Number 603-752-7001	1.6 Account Number 05-95-42-423010-7927-102-500731	1.7 Completion Date 6/30/21	1.8 Price Limitation 7,000,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Jeanne Robillard Chief Executive Officer	

1.13 Acknowledgement: State of New Hampshire County of Coos

On 5/20/19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Christina Morin Notary Public

1.14 State Agency Signature Date: 6/17/19	1.15 Name and Title of State Agency Signatory Christine Santaniello, Director, DEHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 6/19/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials _____
Date 5/20/19

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials JM
Date 5/20/19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials 

Date 5/20/19

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.

2. Scope of Services

2.1. The Contractor shall provide emergency shelter services to individuals and families who are homeless or at risk of becoming homeless statewide. Including but not limited to:

2.1.1. Ensuring temporary shelter (non-permanent shelter) is designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep.

2.1.2. Ensuring basic needs of each individual are met that at a minimum include a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in RSA 126-A:26.

2.1.3. Operating a facility in accordance with Exhibit C-1 Operation of Facilities: Compliance with Laws and Regulations that includes at a minimum:

2.1.3.1. Building maintenance and repair.

2.1.3.2. Security systems.

2.1.3.3. Heating and possible cooling equipment.

2.1.3.4. Property and business insurance.

2.1.3.5. Utilities and furnishings.

2.1.3.6. Amenities such as bathrooms.

2.1.4. The Contractor shall provide Case Management Services to assist individuals and families who are homeless or at-risk of becoming homeless to access and apply for other services with the goal of obtaining permanent housing. Activities include but are not limited to:

2.1.4.1. Assessing individuals and families' needs for well-being and obtaining housing, and developing an individualized plan to meet those needs.

2.1.4.2. Developing an individualized plan with the types of services and assistance programs to meet their needs.

2.1.4.3. Assisting individuals and families with accessing emergency shelter.

2.1.4.4. Assisting individuals and families with applying for and accessing permanent housing.

2.1.4.5. Assisting individuals and families with applying for mainstream benefits, including, but not limited to, SSI, TANF, SNAP, Medicaid, Veteran and other State or Federal benefits.

2.1.4.6. Assisting individuals and families with accessing community providers and supports, for, including but not limited to, mental health services, substance use treatment, medical care, employment, veterans benefit, financial and food assistance, and education supports.

2.1.5. The Contractor shall comply with the program requirements, which include but are not limited to:

2.1.5.1. Following best practices in providing emergency shelter services in accordance with the National Alliance to End Homelessness, "The Five Keys to Effective Emergency Shelter" that include but are not limited to:

2.1.5.1.1. Housing First Approach

2.1.5.1.2. Safe and appropriate diversion

2.1.5.1.3. Immediate and low-barrier access

2.1.5.1.4. Housing-focused, rapid exit services

2.1.5.1.5. Data to measure performance

2.1.5.2. Participating in Coordinated Entry as required by the State, a centralized or coordinated process designed to get people in permanent support housing, in accordance with the NH BOS CES Policy Manual adopted on January 23, 2018, that is herein incorporated by reference and as amended.

2.1.5.3. Accepting homeless and at risk of homelessness individuals and families regardless of their sobriety and other conditions such as but not limited to mental health services, medication stability, sexual orientation, vulnerability to illness, vulnerability to victimization, vulnerability to physical assault, racial equality, marital status or ability to pay program fee, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs.

2.1.5.4. Entering data into the Homeless Management Information System (HMIS) to collect client-level data and data on the provision of housing and services to homeless individuals and families, in accordance with the federal HUD data standards for emergency shelter, unless restrictive by law such as for domestic violence. The data standards may be found at: http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf

2.1.5.5. Agreeing to on-site monitoring, on an annual basis, to review compliance, progress, and performance, which includes, but is not limited to:

2.1.5.5.1. Reviewing policies and procedures for services provided.

2.1.5.5.2. Reviewing financial analyses.

2.1.5.5.3. Reviewing for compliance with safety and hazard requirements.

2.1.5.5.4. Reviewing Data and HMIS entry standards.

2.1.5.6. Complying with New Hampshire Administrative Rules He-M 314 Rights of Persons Using Emergency Shelters. http://www.gencourt.state.nh.us/rules/state_agencies.he-m300.html and ensuring that individuals understand their rights

3. Reporting

3.1. The Contractor shall submit monthly reports to the Department, with the corresponding monthly invoice for payment that includes the aggregate number of individuals served, in accordance with Section 2.1.5.4 above, no later than the 10th day of the following month.

3.2. The Contractor shall submit an annual report to the Department, with the aggregate number of individuals served in accordance with Section 2.1.2.4, beginning September 30, 2020 and each year thereafter.

4. Performance Measures

4.1. The Contractor's performance shall be measured to ensure that the data is entered into HMIS in accordance with Section 2.1.5.4, above, and clients are receiving the assistance needed to meet their goals.

4.2. The Contractor shall be monitored for performance through reports available from the HMIS system that include but are not limited to:

4.2.1. Length of time persons remain homeless

4.2.2. The extent to which persons who exit homelessness to permanent housing destinations return to homelessness

4.2.3. Successful exit to permanent housing destinations

Exhibit B

Method and Conditions Precedent to Payment

1. Price Limitation: This agreement is one of multiple agreements that will serve the State Grant in Aid to Homeless program. ***No maximum or minimum client and service volume is guaranteed.*** Accordingly, the price limitation among all agreements is identified in Block 1.8 of the P-37 for the duration of the agreement.
2. The funding source for this agreement for State Grant in Aid (SGIA) Homeless Assistance program are 100% General Funds
   - 2.1. Funds for SGIA Homeless Assistance program across all vendors, statewide, are anticipated to be $7,000,000 and available in the following amounts:
     - 2.1.1. $3,500,000 for State Fiscal Year 2020.
     - 2.1.2. $3,500,000 for State Fiscal Year 2021.
   - 2.2. The Department will reimburse the Contractor at a rate of $11.00 per individual per day. The rate includes all services provided in this agreement on behalf of the individual per day.
3. Payments shall be made as follows:
   - 3.1. All reimbursement requests for all Project Costs, including the final reimbursement request for this Contract, shall be submitted by the tenth (10th) day of each month, for the previous month, and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form and any other documentation required, as designated by the State, which shall be completed and signed by the Contractor.
   - 3.2. In lieu of hard copies submitted to the address listed in Section 5.4. Exhibit B., all invoices may be assigned an electronic signature and emailed to: housingsupportsinvoices@dhhs.nh.gov
   - 3.3. The Contractor shall keep detailed records of their activities related to Department programs and services, and shall provide such records and any additional financial information if requested by the State to verify expenses. The Contractor shall return completed invoices, as provided by the Department, no later than thirty (30) days from the

date services are provided.

3.4. The Contractor shall submit completed invoices to:

State Grant in Aid to Homeless Program
Bureau of Housing Supports
Department of Health and Human Services
Division of Economic and Housing Stability
129 Pleasant Street
Concord, NH 03301
Phone: 603-271-9196

3.5. The State 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.

4. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials VR
Date 5/20/19

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. Renewal

2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Tri-County Community Action Programs, INC.

5/20/19
Date

Name: Jeanne Robillard
Title: CEO

CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
:Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Tri-County Community Action Programs, INC.

5/20/19
Date

Name: Jeanne Robillard
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Vendor Initials JK

Date 5/20/19

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (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.

Vendor Name: Tri-County Community Action Programs, INC

5/20/19
Date

Name: Jeanne Robillard
Title: CEO

Vendor Initials JK
Date 5/20/19

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Vendor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Vendor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Vendor agrees to comply with the provisions indicated above.

Vendor Name: Tri-County Community Action Programs, INC.

5/20/19
Date

Name: Jeanne Robillard
Title: CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Vendor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Vendor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Vendor Name: Tri-County Community Action Programs, Inc.

5/20/19
Date

Name: Jeanne Robillard
Title: CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Vendor and subcontractors and agents of the Vendor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1 Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) - **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Tri-County Community Action Programs, INC.
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Christine Santaniello	Jeanne Robillard
Name of Authorized Representative	Name of Authorized Representative
Director, DCBCS	Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
6/17/19	5/20/19
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Vendor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Vendor Name: Tri-County Community Action Programs, Inc.

5/20/19
Date

Name: Jeanne Robillard
Title: CEO

FORM A

As the Vendor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073975708

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov