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

Lori A. Weaver
Interim Commissioner

Karen E. Hebert
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 5, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into **Retroactive, Sole Source** amendments to existing contracts with the Contractors listed below to add funding to support community based services and anti-poverty programs through the Community Services Block Grant (CSBG) by increasing the total price limitation by $3,466,725 from $21,048,850 to $24,515,575, with no change to the contract completion date of September 30, 2023, effective retroactive to October 1, 2022 upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by the Governor and Executive Council on February 20, 2019, Item #23 as amended on September 18, 2019, Item #16, and as amended and approved by the Governor on June 29, 2020 and presented to the Executive Council on August 5, 2020, (informational Item H1) and approved by the Governor on May 6, 2021 and presented to the Executive Council on June 2, 2021, (informational Item #25).

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Community Action Partnership of Strafford County	177200-B004	Strafford County	$2,220,250	$400,407	$2,620,657
Community Action Program Belknap and Merrimack Counties	177203-B003	Belknap and Merrimack Counties	$2,697,906	$479,101	$3,177,007
Southern New Hampshire Services, Inc.	177198-B006	Manchester and surrounding cities	$10,034,865	$1,502,479	$11,537,344
Southwestern Community Services, Inc.	177511-R001	Cheshire County	$2,326,288	$420,860	$2,747,148
Tri-County Community Action Program, Inc.	177195-B009	Coos County	$3,769,541	$663,878	$4,433,419
		Total:	$21,048,850	$3,466,725	$24,515,575

See Fiscal Details Sheet.

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

EXPLANATION

The Office of Community Services, Administration for Children and Families, United States Department of Health and Human Services awarded the Department the Community Services Block Grant effective retroactive to October 1, 2022. This request is **Retroactive** to align with the effective date of the additional CSBG funding and to allow the Contractors to receive payment for costs incurred in the provision of services retroactive to October 1, 2022.

This request is **Sole Source** because the original contract and subsequent amendments are sole source. The five (5) Community Action Agencies are the only entities eligible to receive CSBG funding in accordance with Public Law 105 – 285 – October 27, 1998 – Community Opportunities, Accountability, and Training and Educational Services Act of 1998.

The purpose of this request is to provide funding to community programs at the local level to ensure eligible participants receive community based services that include, but are not limited to; health, food and financial assistance, employment services, financial planning, and other necessary services. These services allow individuals and families to receive the assistance needed in order to meet their basic needs.

The Contractors administer a variety of programs including, but not limited to: fuel assistance, utility assistance, Neighbor Helping Neighbor programs, rental assistance, security deposits, Senior Community Service Employment programs, Head Start, Supplemental Foods Women, Infants and Children (WIC), Weatherization and Senior Housing programs. The Contractors provide services to individuals at the local level that will assist them in becoming or remaining financially and socially independent. Services provided have a major impact on poverty in the community. Activities and services are designed to assist low-income participants, including the elderly poor.

Some services provided may be 'stop gap' measures that are used in instances when an individual or family does not financially qualify for government assistance. The household may be in need of temporary assistance in order to get through a heating season or a temporary emergency that would otherwise result in the individual or family becoming eligible for full government assistance. The amount of funding provided to each community program is calculated using a formula that is based on poverty demographics available from the US Census Bureau. According to the Community Services Block Grant State Plan, these funds are to be used primarily for the provision of assistance to individuals and families whose incomes are at or below the 125th percentile of the federal poverty level.

In addition to the services provided to individuals, the Contractors must provide an annual community action plan to the Department that describes the agency's delivery system; linkages to fill identified gaps and coordination with other public and private resources. The vendors also conduct an annual community needs assessment.

Approximately 101,200 individuals will be served between October 1, 2022 through September 30, 2023.

Should the Governor and Council not authorize this request, funding to community programs, statewide, may be limited, which will directly, and negatively impact the citizens of New Hampshire. With the current higher costs of heating and food, the federal funding for community programs is essential in order to deliver the assistance needed to eligible citizens, statewide.

Area served: Statewide

Source of Federal Funds: 100% Federal Funds, Catalog of Federal Domestic Assistance (CFDA) #93.569 Agency: Department of Health and Human Services; Office: Administration for Children and Families; Office of Community Services, Community Services Block G, FAIN #2201NHCOSR.

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. Weaver
Interim Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

05-095-045-450010-7148 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, CSBG
100% Federal Funds

Community Action Partnership of Strafford County Vendor # 177200-B004

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 317,530	$ -	$ 317,530
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	45012173	$ -	$ 300,305	$ 300,305
2024	074-500589	Grants for Pub Asst and Reli	45012173	$ -	$ 100,102	$ 100,102
		Sub Total		$ 317,530	$ 400,407	$ 717,937

Community Action Programs Belknap and Merrimack Counties Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 421,592	$ -	$ 421,592
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	45012173	$ -	$ 359,326	$ 359,326
2024	074-500589	Grants for Pub Asst and Reli	45012173	$ -	$ 119,775	$ 119,775
		Sub Total		$ 421,592	$ 479,101	$ 900,693

Southern NH Services Vendor # 177198-B006

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 1,906,268	$ -	$ 1,906,268
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	45012173	$ -	$ 1,126,859	$ 1,126,859
2024	074-500589	Grants for Pub Asst and Reli	45012173	$ -	$ 375,620	$ 375,620
		Sub Total		$ 1,906,268	$ 1,502,479	$ 3,408,747

Southwestern Community Services Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 326,688	$ -	$ 326,688
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	45012173	$ -	$ 315,645	$ 315,645
2024	074-500589	Grants for Pub Asst and Reli	45012173	$ -	$ 105,215	$ 105,215
		Sub Total		$ 326,688	$ 420,860	$ 747,548

Tri-County Community Action Progra Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 615,318	$ -	$ 615,318
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ 497,908	$ 497,908
2024	074-500589	Grants for Pub Asst and Reli	45012173	$ -	$ 165,970	$ 165,970
		Sub Total		$ 615,318	$ 663,878	$ 1,279,196
		TOTAL		**$ 3,587,396**	**$ 3,466,725**	**$ 7,054,121**

05-095-042-423010-80040000-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING; CSBG
100% Federal Funds

Community Action Partnership of Strafford County Vendor # 177200-B004

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 409,314	$ -	$ 409,314
2021	102-500731	Contracts for Program Svcs	TBD	$ 409,464	$ -	$ 409,464
2022	102-500731	Contracts for Program Svcs	TBD	$ 409,464	$ -	$ 409,464
2023	102-500731	Contracts for Program Svcs	TBD	$ 96,978	$ -	$ 96,978
		Sub Total		$ 1,325,220	$ -	$ 1,325,220

Community Action Programs Belknap and Merrimack Counties Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 489,401	$ -	$ 489,401
2021	102-500731	Contracts for Program Svcs	TBD	$ 489,938		$ 489,938
2022	102-500731	Contracts for Program Svcs	TBD	$ 489,938	$ -	$ 489,938
2023	102-500731	Contracts for Program Svcs	TBD	$ 116,037	$ -	$ 116,037
		Sub Total		$ 1,585,314	$ -	$ 1,585,314

Southern NH Services Vendor # 177198-B006

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 1,864,773	$ -	$ 1,864,773
2021	102-500731	Contracts for Program Svcs	TBD	$ 1,866,462	$ -	$ 1,866,462
2022	102-500731	Contracts for Program Svcs	TBD	$ 1,866,462	$ -	$ 1,866,462
2023	102-500731	Contracts for Program Svcs	TBD	$ 363,900	$ -	$ 363,900
		Sub Total		$ 5,961,597	$ -	$ 5,961,597

Southwestern Community Services Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 429,909	$ -	$ 429,909
2021	102-500731	Contracts for Program Svcs	TBD	$ 430,380		$ 430,380
2022	102-500731	Contracts for Program Svcs	TBD	$ 430,380	$ -	$ 430,380
2023	102-500731	Contracts for Program Svcs	TBD	$ 101,931	$ -	$ 101,931
		Sub Total		$ 1,392,600	$ -	$ 1,392,600

Tri-County Community Action Progra Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 678,146	$ -	$ 678,146
2021	102-500731	Contracts for Program Svcs	TBD	$ 678,893		$ 678,893

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

2022	102-500731	Contracts for Program Svcs	TBD	$ 678,893	$ -	$ 678,893
2023	102-500731	Contracts for Program Svcs	TBD	$ 160,791	$ -	$ 160,791
		Sub Total		$ 2,196,723	$ -	$ 2,196,723
		TOTAL		$ 12,461,454	$ -	$ 12,461,454

05-095-042-423010-80040000-103-502507 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH
100% Federal Funds - CARES ACT FUNDS

Community Action Partnership of Vendor # 177200-B004

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	103-502507	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2020	103-502507	Contracts for Program Svcs	TBD	$ 150,597	$ -	$ 150,597
2021	103-502507	Contracts for Program Svcs	TBD	$ 426,903		$ 426,903
2022	103-502507	Contracts for Program Svcs	TBD		$ -	$ -
2023	103-502507	Contracts for Program Svcs	TBD		$ -	$ -
		Sub Total		$ 577,500	$ -	$ 577,500

Community Action Programs Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	TBD	$ 180,195	$ -	$ 180,195
2021	102-500731	Contracts for Program Svcs	TBD	$ 510,805		$ 510,805
2022	102-500731	Contracts for Program Svcs	TBD		$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD		$ -	$ -
		Sub Total		$ 691,000	$ -	$ 691,000

Southern NH Services Vendor # 177198-B006

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 565,097	$ -	$ 565,097
2021	102-500731	Contracts for Program Svcs	TBD	$ 1,601,903	$ -	$ 1,601,903
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 2,167,000	$ -	$ 2,167,000

Southwestern Community Services Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 158,290	$ -	$ 158,290
2021	102-500731	Contracts for Program Svcs	TBD	$ 448,710	$ -	$ 448,710
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 607,000	$ -	$ 607,000

Tri-County Community Action Progra Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 249,692	$ -	$ 249,692
2021	102-500731	Contracts for Program Svcs	TBD	$ 707,808	$ -	$ 707,808
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 957,500	$ -	$ 957,500

GRAND TOTAL		$ 21,048,850	$ 3,466,725	$ 24,515,575

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 20, 2019, Item #23 as amended on September 18, 2019, Item #16, and as amended and approved by the Governor on June 29, 2020 and presented to the Executive Council on August 5, 2020, (informational Item H1) and approved by the Governor on May 6, 2021 and presented to the Executive Council on June 2, 2021, (informational Item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

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

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

   $2,620,657

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 retroactive to October 1, 2022, 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

12/7/2022
Date

DocuSigned by:
Karen Hebert
628C6C2B1B4A16...
Karen Hebert
Division Director

Community Action Partnership of Strafford County

12/7/2022
Date

DocuSigned by:
Betsey Andrews Parker
8319...
Name: Betsey Andrews Parker
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

12/8/2022
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: 2D3AB8A5-9EE8-413D-91AB-5328F2AEA5A1

State of New Hampshire

Department of State

CERTIFICATE

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

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

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

William M. Gardner
Secretary of State

DocuSign Envelope ID: 2D3AB8A5-9EE8-413D-91AB-5328F2AEA5A1

CERTIFICATE OF AUTHORITY

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

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

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

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

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

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

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

Dated: 11/8/22

Signature of Elected Officer
Name: Alison Dorow
Title: Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/15/2022

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

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

PRODUCER
CGI Insurance, Inc.
5 Dartmouth Drive
Auburn NH 03032

CONTACT NAME: Teri Davis
PHONE (A/C, No, Ext): (877) 562-8954 **FAX (A/C, No):** (866) 574-2443
E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hanover Insurance Company	22292
INSURER B :	Eastern Alliance	10724
INSURER C :	Philadelphia Indemnity	
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Community Action Partnership of Strafford County, DBA: Strafford CAP
577 Central St, Ste 10
Dover NH 03820

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

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Comp 3A State: NH

CERTIFICATE HOLDER
State of NH, DHHS
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

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MISSION

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

community Action PARTNERSHIP of Strafford County

VISION

To eliminate poverty.

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Financial Statements

RETIREMENT PLAN OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019
AND
INDEPENDENT AUDITORS' REPORT

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RETIREMENT PLAN OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

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

To the Trustee of
Retirement Plan of Community Action Partnership of Strafford County
Dover, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We were engaged to audit the accompanying financial statements of Retirement Plan of Community Action Partnership of Strafford County (the Plan), which comprise the statements of net assets available for benefits as of December 31, 2020 and 2019, and the related statements of changes in net assets available for benefits for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on conducting the audit in accordance with auditing standards generally accepted in the United States of America. Because of the matters described in the Basis for Disclaimer of Opinion paragraphs, however, we were not able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion.

Basis for Disclaimer of Opinion

As permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974, the Plan Administrator instructed us not to perform, and we did not perform, any auditing procedures with respect to the information summarized in **Note 5**, which was certified by American United Life Insurance Company, the custodian of the Plan, except for comparing the information with the related information included in the financial statements. We have been informed by the Plan Administrator that the custodian holds the Plan's investment assets and executes investment transactions. The Plan Administrator has obtained a certification from the custodian as of and for the years ended December 31, 2020 and 2019, that the information provided to the Plan Administrator by the custodian is complete and accurate.

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As described in **Note 2**, the Plan has not maintained sufficient accounting records and supporting documents relating to certain custodial accounts issued to current and former employees prior to January 1, 2009. Accordingly, we were unable to apply auditing procedures sufficient to determine the extent to which the financial statements may have been affected by these conditions.

Disclaimer of Opinion

Because of the significance of the matters described in the Basis for Disclaimer of Opinion paragraphs, we have not been able to obtain sufficient appropriate audit evidence to provide a basis for an audit opinion. Accordingly, we do not express an opinion on these financial statements.

Other Matter

The supplemental schedules of assets (held at end of year) as of December 31, 2020, is required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974 and are presented for the purpose of additional analysis and are not a required part of the financial statements. Because of the significance of the matters described in the Basis for Disclaimer of Opinion paragraphs, we do not express an opinion on the supplemental schedule referred to above.

Report on Form and Content in Compliance with DOL Rules and Regulations

The form and content of the information included in the financial statements and supplemental schedule, other than that derived from the information certified by the custodian, have been audited by us in accordance with auditing standards generally accepted in the United States of America and, in our opinion, are presented in compliance with the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974.

Leone McDonnell & Roberts
Professional Association

October 15, 2021
Dover, New Hampshire

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RETIREMENT PLAN OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

STATEMENTS OF NET ASSETS AVAILABLE FOR BENEFITS
DECEMBER 31, 2020 AND 2019

	2020	2019
ASSETS		
Investments at fair value	$ 1,169,599	$ 1,031,012
Investments at contract value	218,062	208,029
Notes receivable from participants	8,072	13,061
Total assets	1,395,733	1,252,102
NET ASSETS AVAILABLE FOR BENEFITS	$ 1,395,733	$ 1,252,102

See Notes to Financial Statements

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RETIREMENT PLAN OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

STATEMENTS OF CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	2020	2019
ADDITIONS TO NET ASSETS ATTRIBUTED TO:		
Investment income:		
Net appreciation in fair value of investments	$ 167,042	$ 188,434
Interest income	2,629	3,981
Total investment income	169,671	192,415
Contributions:		
Participants	97,039	100,959
Employer	23,016	22,882
Rollovers	-	2,902
Total contributions	120,055	126,743
Total additions to net assets	289,726	319,158
DEDUCTIONS FROM NET ASSETS ATTRIBUTED TO:		
Distributions	139,236	121,481
Deemed distributions	3,055	1,804
Administrative expenses	3,804	4,228
Total deductions from net assets	146,095	127,513
NET INCREASE	143,631	191,645
NET ASSETS AVAILABLE FOR BENEFITS, BEGINNING OF YEAR	1,252,102	1,060,457
NET ASSETS AVAILABLE FOR BENEFITS, END OF YEAR	$ 1,395,733	$ 1,252,102

See Notes to Financial Statements

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RETIREMENT PLAN OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

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

NOTE 1. DESCRIPTION OF PLAN

The following description of the Retirement Plan of Community Action Partnership of Strafford County ("the Plan") provides only general information. Participants should refer to the Plan adoption agreement for a more complete description of the Plan's provisions.

General

The Plan, which became effective January 1, 1995, is a defined contribution plan covering all eligible employees of Community Action Partnership of Strafford County ("the Company"). The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA). The Trustee oversees the governance of the Plan, the appropriateness of the Plan's investment offerings and monitors the Plan's investment performance.

Contributions

Each year, participants may contribute 100% of pretax or after-tax annual compensation up to the maximum annual limit provided by the Internal Revenue Service, as defined in the Plan. Participants who have attained the age of 50 before the end of the Plan year are eligible to make catch-up contributions. Participants may also contribute amounts representing distributions from other qualified plans. The Plan features an auto enrollment feature mandating a minimum of 1% employee contribution; however, employees reserve the right to decline the auto enrollment. The Plan also provides an employer discretionary contribution equal to 25% of each dollar a participant defers up to 5% of a participant's compensation. For 2020 and 2019 the Company made discretionary contributions of $23,016 and $22,882, respectively to the Plan. Contributions are subject to certain additional limitations.

Participant Accounts

Each participant's account is credited with the participant's contribution and, when applicable, allocations of (a) the Company's contributions and, (b) Plan earnings (losses) and is charged with an allocation of administrative expenses, depending on the participant's choice of investments. Allocations are based on participant earnings or account balances, as defined. The benefit to which a participant is entitled is the benefit that can be provided from the participant's vested account.

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NOTE 1. DESCRIPTION OF PLAN (CONTINUED)

Vesting
Participants are immediately vested in their contributions, plus actual earnings thereon. Prior to October 1, 2012, participants were immediately vested in employer contributions, plus actual earnings thereon. Subsequent to that date, all new hires vest in the employer contributions, plus earnings after three years of credited service, as defined in the Plan, or upon death, or disability.

Forfeited Accounts
Forfeited balances of terminated participants' non-vested accounts may be used to offset plan expenses or employer contributions. For the year ended December 31, 2020 and 2019 there was $21 and $0, respectively, in the forfeiture account. For the year ended December 31, 2020 and 2019, $1,242 and $942 in forfeitures were used to reduce employer matching contributions.

Investment Options
Upon enrollment in the Plan, a participant may direct contributions in whole unit increments in a variety of mutual funds and interest-bearing accounts. Participants may change their investment options and make transfers between investments at any time via an automated request. All investments of the Plan are self-directed.

Notes Receivable from Participants
A participant may borrow from his or her 403(b) account for any purpose. The maximum loan is 50% of a participant's vested account balance up to $50,000. The loans are secured by the remaining balance in the participant's account. Principal and interest are paid ratably through payroll deductions over the allowed terms as provided by the Plan.

Payment of Benefits
On termination of service due to death, disability, termination, or retirement, a participant may elect to receive either a lump sum amount, a direct transfer to another qualified retirement account, or a combination of the two, equal to the participant's vested interest in his or her account; or periodic installments over a designated period. For termination of service due to other reasons, a participant may receive the value of the vested interest in their account as a lump sum distribution or through installments.

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NOTE 1. DESCRIPTION OF PLAN (CONTINUED)

Participants with a balance of $5,000 or greater have the right to keep their retirement account in the Plan or elect to have the benefits paid in a lump sum, through installment payments or by purchase of an annuity. Participants with a balance of less than $5,000 but greater than $1,000 have the option to transfer their funds to an IRA without penalty or receive a lump sum payment. All others with a balance of less than $1,000 receive a lump sum payment.

In-Service Withdrawal
A participant is permitted to take a distribution while being an active participant in the Plan at the age of 59 and a half. Such a distribution will not be subject to a 10% excise tax but may be subject to income taxes.

Hardship Withdrawal
A participant may take a distribution from the Plan if a heavy financial burden can be demonstrated to the Plan Trustee. The Trustee shall grant a hardship withdrawal only if it is determined the withdrawal is necessary to meet an immediate and heavy financial need of the participant, as defined by the Plan. Hardship withdrawals may only be taken from fully vested pre-tax accounts and maybe subject to a 10% excise tax and income taxes.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting
The financial statements of the Plan are prepared under the accrual method of accounting in accordance with accounting principles generally accepted in the United States of America.

Plan Records
The Plan may have excluded from the accompanying statements of net assets available for benefits certain annuity and custodial accounts issued to former and current employees prior to 2009. As permitted by the Department of Labor's Field Assistance Bulletin No. 2009-02, Annual Reporting Requirements 403(b) Plans, the investment income and distributions related to such accounts may also be excluded from the accompanying statements of changes in net assets available for benefits. Under accounting principles generally accepted in the United States of America, these accounts and related income and distributions should be included in the accompanying financial statements. The amount of these excluded annuity and custodial accounts and the related income and distributions are not determinable.

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NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of additions and deductions to net assets during the reporting period. Actual results could differ from those estimates. See **Note 3** for discussion of fair value measurements.

Notes Receivable from Participants

Notes receivable from participants are measured at their unpaid principal balance plus any accrued but unpaid interest. Related fees are recorded as administrative expenses and are expensed when incurred. No allowance for credit losses has been recorded as of December 31, 2020 and 2019. If a participant ceases to make loan repayments and the Plan Administrator deems the participant loan to be in default, the participant loan balance is reduced and a benefit payment is recorded.

Payment of Benefits

Benefits are recorded when paid.

Investment Valuation and Income Recognition

Investments are reported at fair value. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Plan's investment committee determines the Plan's valuation policies utilizing information provided by the custodian. See **Note 3** for discussion of fair value of investments.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net appreciation (depreciation) includes the Plan's gains and losses on the investments bought and sold, as well as, held during the year.

Risks and Uncertainties

The Plan invests in a variety of investment funds. Investments in general are exposed to various risks, such as interest rate, credit, and overall volatility risk. Due to the level of risk associated with certain investments, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the participants' account balances and amounts reported in the statements of net assets available for benefits.

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NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Other Events

The impact of the novel coronavirus ("COVID-19") and measures to prevent its spread had significant impacts on the markets in which the Plan invests. Through the date of this report the significance of the impact of these disruptions, including the extent of their adverse impact on the Plan's financial results, will be dictated by the length of time that such disruptions continue. The Plan Trustee is unable to estimate the total impact COVID-19 will have on the Plan, nor can the Trustee determine the length of impact. Accordingly, the statements of net assets, and changes in net assets have not been adjusted for this impact.

NOTE 3. FAIR VALUE MEASUREMENTS

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements), and the lowest priority to unobservable inputs (level 3 measurements).

The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

Level 2 Inputs to the valuation methodology include:

- quoted prices for similar assets or liabilities in active markets;
- quoted prices for identical or similar assets or liabilities in inactive markets;
- inputs other than quoted prices that are observable for the asset or liability; and,
- inputs that are derived principally from or corroborated by observable market data by correlation or other means.

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NOTE 3. FAIR VALUE MEASUREMENTS (CONTINUED)

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at December 31, 2020 and 2019.

Mutual Funds: Valued at the daily closing price as reported by the fund. Mutual funds held by the Plan are open-end mutual funds that are registered with the Securities and Exchange Commission. These funds are required to publish their daily net asset value (NAV) and to transact at that price. The mutual funds held by the Plan are deemed to be actively traded.

The following tables set forth by level, within the fair value hierarchy, the Plan's investments at fair value as of December 31:

2020

	Level 1	Level 2	Level 3	Total
Mutual funds	$ 1,169,599	$ -	$ -	$ 1,169,599
Total investments at fair value	$ 1,169,599	$ -	$ -	$ 1,169,599

2019

	Level 1	Level 2	Level 3	Total
Mutual funds	$ 1,031,012	$ -	$ -	$ 1,031,012
Total investments at fair value	$ 1,031,012	$ -	$ -	$ 1,031,012

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NOTE 4. INVESTMENTS MEASURED AT CONTRACT VALUE

The Plan invests in a fixed account held by American United Life Insurance Company which is valued at contract value. The fund invests in investment contracts or similar investments offered by insurance companies, banks or similar financial institutions. Certain events limit the ability of the Plan to transact at contract value with the issuer. Such events include (1) amendments to the Plan document (including complete or partial Plan termination or merger with another plan), (2) changes to the Plan's prohibition on competing investment options or deletion of equity wash provisions, (3) bankruptcy of the Plan sponsor or other Plan sponsor events that cause a significant withdrawal from the Plan, or (4) failure of the Trust to qualify for exemption from federal income taxes or any required prohibited transaction exemption under ERISA. The Plan Administrator believes that the events that would limit the Plan's ability to transact at contract value with participants are not probable of occurring as of the report date. Interest on the fixed accounts for the years ended December 31, 2020 and 2019, was approximately 1.04% and 1.75%, respectively.

NOTE 5. INFORMATION CERTIFIED BY THE PLAN'S ASSET CUSTODIAN

The Plan Administrator has elected the method of annual reporting compliance permitted by 29 CFR 2520.103-8 of the Department of Labor's Rules and Regulations for Reporting and Disclosure under ERISA. Accordingly, the asset custodian, American United Life Insurance Company, has certified that the following data included in the accompanying financial statements and supplemental schedule of assets (held at end of year), is complete and accurate:

- Investments, as shown in the statements of net assets available for benefits as of December 31, 2020 and 2019.
- Investment activity, as shown in the statements of changes in net assets available for benefits for the years ended December 31, 2020 and 2019.
- The schedule of assets (held at end of year) as of December 31, 2020.

The Plan's independent auditors did not perform auditing procedures with respect to this information, except for comparing such information to the related information included in the financial statements and the schedule of assets (held at end of year).

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NOTE 6. ADMINISTRATIVE EXPENSES

The Company provides certain administrative and accounting services to the Plan at no cost. The audit expense is paid directly by the Sponsor. Administrative expenses in the statements of changes in net assets available for benefits consist of loan processing fees, withdrawal fees and other investment expenses charged by the asset custodian. All other investment fees are included in the net appreciation (depreciation) in fair value of investments.

NOTE 7. RELATED PARTY AND PARTY IN INTEREST TRANSACTIONS

Certain Plan investments are managed by American United Life Insurance Company. American United Life Insurance Company is also the asset custodian, as defined by the Plan, and, therefore, these transactions qualify as party in interest transactions. The Third-Party administrator OneAmerica Financial Partners, Inc. performs certain administrative services for the Plan and receives compensation in exchange for these services directly from the Plan. Additionally, the Plan sponsor utilizes additional outside consulting in the assistance and operation of the Plan. In exchange for these services a fee is paid by the Plan to the consultant. The Trustee of the Plan is also a participant in the Plan.

NOTE 8. TAX STATUS

The Plan Administrator believes the Plan, which has adopted the OneAmerica 403(b) Prototype Plan Document, is designed and is currently being operated in compliance with the applicable requirements of the Internal Revenue Code. Therefore, the Plan Administrator believes that the Plan was qualified and the related trust was tax exempt as of the financial statement date.

Accounting principles generally accepted in the United States of America require Plan management to evaluate tax positions taken by the Plan and recognize a tax liability (or asset) if the Plan has taken an uncertain position that more likely than not would not be sustained upon examination by the Internal Revenue Service. The Plan Administrator has analyzed the tax positions taken by the Plan, and has concluded that as of December 31, 2020, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. The Plan is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress.

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NOTE 9. PLAN TERMINATION

Although it has not expressed any intent to do so, the Company has the right under the Plan to discontinue its contributions at any time and to terminate the Plan subject to the provisions of ERISA, the Internal Revenue Code governing termination of employee benefit plans, and with a 60-day written notification to the Plan Trustee. In the event of plan termination, participants will become 100% vested in their accounts.

NOTE 10. SUBSEQUENT EVENTS

The Plan has evaluated subsequent events through October 15, 2021 the date the financial statements were available for be issued.

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RETIREMENT PLAN OF COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY

SCHEDULE OF ASSETS (HELD AT END OF YEAR)
DECEMBER 31, 2020

Form 5500: Schedule H, Part IV, Line 4i - Schedule of Assets (Held At End of Year)
Employer Identification Number: 02-0268636
Plan Number: 001

(a)	(b) Identity of issue, borrower, lessor or similar party	(c) Description of investment including maturity date, rate of interest, collateral, par or maturity value	(d) Cost	(e) Current Value
*	American United Life Insurance Company	American United Life Insurance Company Fixed Account	n/a	$ 218,062
*	American United Life Insurance Company	American Funds Balanced	n/a	216,046
*	American United Life Insurance Company	T. Rowe Price Retirement 2035	n/a	206,035
*	American United Life Insurance Company	T. Rowe Price Retirement 2030	n/a	179,411
*	American United Life Insurance Company	T. Rowe Price Growth Stock	n/a	129,805
*	American United Life Insurance Company	T. Rowe Price Retirement 2040	n/a	90,064
*	American United Life Insurance Company	AB Small Cap Growth	n/a	62,622
*	American United Life Insurance Company	Thornburg LTD Term Income	n/a	53,857
*	American United Life Insurance Company	T. Rowe Price Retirement 2055	n/a	33,465
*	American United Life Insurance Company	T. Rowe Price Retire 2025	n/a	29,795
*	American United Life Insurance Company	T. Rowe Price Retirement 2045	n/a	28,758
*	American United Life Insurance Company	Columbia Select Large Cap Value	n/a	28,154
*	American United Life Insurance Company	T. Rowe Price Retirement 2050	n/a	25,546
*	American United Life Insurance Company	American Century Small Cap Value A	n/a	21,247
*	American United Life Insurance Company	Goldman Sachs US Equity Insight	n/a	14,589
*	American United Life Insurance Company	American Century Mid Cap Value	n/a	10,063
*	American United Life Insurance Company	Pioneer Select Mid Cap Growth	n/a	9,143
*	American United Life Insurance Company	T. Rowe Price Retire 2060	n/a	7,877
*	American United Life Insurance Company	Prudential Total Return Bond	n/a	5,399
*	American United Life Insurance Company	American Funds Europacific	n/a	4,021
*	American United Life Insurance Company	T. Rowe Price Retire Balance R	n/a	4,003
*	American United Life Insurance Company	Prudential High Yield	n/a	2,937
*	American United Life Insurance Company	Pax Global Environmental Markets	n/a	2,731
*	American United Life Insurance Company	T. Rowe Price Retire 2020	n/a	1,595
*	American United Life Insurance Company	Oppenheimer Developing Markets	n/a	1,566
*	American United Life Insurance Company	Oppenheimer Main Street Mid Cap	n/a	870
	Participant loans	Interest rates of 4.25%, with the loans maturing from October 2021 to August 2023. The loans are secured by individual accounts.	-0-	$ 8,072

* Represents a party in interest

See Independent Auditors' Report

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community Action PARTNERSHIP of Strafford County

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

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

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

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

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

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

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

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

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

2022 Board of Directors

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

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ROBERT J. ARNOLD

EMPLOYMENT

12/21 to present: Housing Development and Revitalization Director
Community Action Partnership of Strafford County
Dover, NH

Oversaw all housing development and renovation projects where Community Action was the primary developer. Worked with architects, planning officials, code enforcement and contractors to ensure successful completion of projects. Also oversaw the management of the Weatherization Assistance Program and integrated WAP capabilities with ongoing projects. Responsible for hiring and training energy efficiency staff. Reorganized project and pipeline management procedures with an emphasis on scalability. Managed all low-income energy efficiency projects within Strafford County.

3/17 to present: Weatherization Program Manager
Community Action Partnership of Strafford County
Dover, NH

Responsible for administering the Strafford County NH Weatherization Assistance Program. Worked with various committees and non-profit organizations which provide economic development, housing and homeless prevention services in the region. Managed all energy efficiency projects in the low-income sector within Strafford County, NH. Responsible for all aspects of the Weatherization Assistance Program including pipeline management, budgeting, project leveraging, job tracking, contractor relations, hiring and training new employees. Responsible for timely completion and submittal of grant applications, tracking of applications, receipt of grants, monitoring grant activity to ensure adherence to grant timelines and budgets, and preparing quarterly, semi-annual, annual and close-out grant reports for submission to grantor and/or other regulatory agencies. Experienced with grant writing and review, particularly HUD and USDA grants. Experienced in contract negotiation, review and implementation. Coordinated and worked directly with multiple contractors and entities in the course of large renovation projects. Experienced in identifying and packaging layered energy efficiency measures to achieve optimal energy savings.

As a working Weatherization Manager with a BPI BA and EA Certification, I aggressively performed field work in order to meet agency goals and objectives. I performed energy audits, heating system inspections, in-process and post-completion inspections where I implemented the requirements set forth in the New Hampshire Weatherization Field Guide as well as Department of Energy Standard Work Specifications manual. Proficient with TREAT energy modeling software and the use of online platforms for communicating with our utility partners. Proficient with MS Excel, Word, Power Point, One Drive, SharePoint, Outlook, Teams.

06/06 to 03/17: Owner, Private Contractor
Bob Arnold Contracting
Rochester, NH

Private contractor specializing in residential remodeling and commercial maintenance. Responsible for all phases of construction jobs including initial estimate, sales process, budget management, scheduling, material purchase, building permit application, change orders and actual physical completion of the work. Worked closely with customers to ensure expectations were clearly met. Maintained two commercial clients whose needs included on-call maintenance at multiple locations, annual safety inspections of sprinklers systems, city water systems and city waste systems. Monthly

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walk-through inspections for lighting replacement, furnace and boiler inspections, gas leak inspections and other work required to ensure the safety of the buildings.

10/04-06/06 **Senior Loan Officer**
East West Mortgage
Peabody, MA

My primary responsibilities involved the origination, processing and closing of conventional loan applications in the real estate sector through the use of mortgage origination software, automated underwriting systems and other systems. Close customer communications through all phases of the loan process. Collection of financial documentation for income verification. Manual calculation of household debt-to-income ratios, loan-to-value, payment-to-debt ratios and other work required by underwriting. Coordination with realtors, title companies, appraisers and closing agents.

11/99-10/04: **Branch Manager**
Citifinancial
Midwest City, Oklahoma

Managed a $12 million consumer finance office with a staff of 4 people. Responsible for all hiring decisions, training and development of staff and other HR responsibilities. Developed and implemented annual strategic plans based on portfolio performance. Monitored budgets and margin reports. Ensured adherence to Oklahoma banking laws and regulations. Increased production of all lending streams including real estate and equity lines. Kept and maintained loss rates below 3%.y primary responsibility through December 1995 was to review economic development funding applications from municipalities and non-profit development corporations on behalf of private businesses to create jobs and provide other direct benefits to low/moderate income individuals.

11/96 to 11/99 **Branch Manager,**
General Acceptance Corporation
Gladstone, Missouri

Managed an $8 million consumer finance office specializing in purchasing and servicing automotive loan contracts in the greater Kansas City Missouri market. Hired and trained staff in all aspects of loan servicing. Created an annual budget based upon a strategic plan of 20% annual growth. Approved contracts, authorized repossessions, monitored monthly profit margins, communicated with auditors and state regulators on a regular basis.

EDUCATION

ADVANCED CERTIFICATES: BPI HEA Energy Auditor
New York State Weatherization Directors Association
October, 2021
BPI# 5059818, Active

BPI HEA Quality Control Inspector
New York State Weatherization Directors Association
October, 2021
BPI# 5059818, Active

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BPI Building Analyst
Lakes Region Community College
June, 2017
BPI# 5059818, Active

OSHA 30 Certification
Keene State College
April, 2020

Building Operator Certification I
Lakes Region Community College
May, 2021

Mold Inspector (CMI)
360training.com

COLLEGE: Penn Valley Community College
Kansas City, MO
1990-1991
No Degree

MILITARY

1985-1989	US Navy Active Duty (Honorable Discharge)
1989-1990	USN Reserve
1990-1991	US Navy Active Duty (Operation Desert Storm), (Honorable Discharge)
1991-2001	US Navy Inactive Ready Reserve

PROFESSIONAL ORGANIZATIONS

2019 to present:	Member, Residential Energy Performance Association (REPA)
2019 to present:	Member, Northeast Home Energy Rating System Alliance
2018 to present:	Member, New Hampshire WAP Technical Committee
2020 to present:	Member, Strafford County Public Health Network Lead Poisoning Task Force
2019 to present:	Member, Building Performance Association
2021 to present:	Associate Member, New York State Weatherization Directors Association

EXTRACURRICULAR ACTIVITIES

Honorary Warrior, Tribe of Mic-O-Say, Boy Scouts of America
Member, AMVETS
Member, Veterans of Foreign Wars
Avid Angler, Outdoorsman

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RECOGNITION

Community Action Partnership of Strafford County 2018 Mission Award

MILITARY AWARDS

US Navy Good Conduct Medal
Southwest Asia Service Medal (3 Stars)
Saudi Arabian Medal for the Liberation of Kuwait
Emirate of Kuwait Medal for the Liberation of Kuwait
National Defense Service Medal
US Navy Sea Service (2)
US Navy Marine Corps Overseas Service Ribbon (1)

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M. KATHLEEN CROMPTON

RESUME' OF EXPERIENCE

PROFESSIONAL POSITIONS:

Director of Program Operations; *Community Action Partnership of Strafford County,* Dover, New Hampshire

Responsible for the operational success of the agency by ensuring seamless team management and development, program delivery, and quality control and evaluation. Implement strategies that maximize the interactions and collaborations among program areas. Supervise program managers working to implement a 2 Gen approach to service delivery. Provide consistent, objective program performance standards of accountability.

Responsible for special projects and strategic initiatives, delivering project management, strategic planning and implementation support for organizational initiatives as assigned by the Executive Director. Work in conjunction with senior management to pursue and achieve tactical or strategic objectives, working on long term strategic goals and short term initiatives as well. Long-term initiatives include the development of a care coordination system that assesses the needs of clients and works with them to set measurable goals that address issues impeding them from achieving their highest level of self -sufficiency.

Provide support to the Executive Director by convening meetings, providing research, tracking trends and preparing presentations as requested. Program management includes all activities needed to align projects with the agencies mission, procedures and practices. (2013 to present)

Community Health Lead; *Community Action Partnership of Strafford County,* Dover, New Hampshire

Responsibilities: Identify and develop working relationships with key agencies and organizations within the community to facilitate the education and enrollment of consumers into Qualified Health Plans. Conduct group presentations and organize meetings to promote positive relationships among all groups working with the Affordable Care Act. Working with Cognosante, CMS and other partners identify and arrange for locations throughout the County where In-person assisters can be located to support consumers seeking help with the Marketplace web-based service. Develop news articles, PSAs and other promotional materials to and promote activities in local newspapers and media. Complete certification course for navigators and attend training required or suggested by CMS. (2013 to 2014)

Executive Director; SeaCare *Health Services,* Exeter, New Hampshire

Responsible for all operations of a non-profit agency providing health care access to uninsured residents in twenty-one towns in Rockingham County. SeaCare's mission was devoted to ensuring that all underserved members of the community had access to optimal health care and care coordination to address the wide variety of health care needs encountered by individuals and families as they grew and changed in the life cycle. Through a volunteer network of over 350 health professionals, pro bono or low cost medical and mental health services were available. The program built a comprehensive range of preventive and social services, with an emphasis on respectful care coordination, multifaceted health education, home-based education and parenting activities for families of children referred by local pediatricians. The program generated over $3,500,000 in donated medical care and services for uninsured adults and children.

Worked closely with the SeaCare Board of Trustees to ensure compliance with the agency Mission Statement; sound fiscal practices; secure funding; program planning and compliance; program development; grant writing and management; budget preparation; staff supervision; liaison with health professionals, community members, other agencies and policy makers; public relations; database management and community outreach. (1994 to 2013)

Nutritionist and Health Education; Portsmouth *Prenatal Clinic*, Portsmouth, New Hampshire

Member of a multi-disciplinary team, serving low-income pregnant women. Coordinated with physicians, nurses, social workers and nurse practitioners to develop individualized care plans. Served as the coordinator and instructor of the American Lung Association Smoking Cessation in Pregnancy Program administered through the Clinic. Served as a contributing writer for the Clinic's Families First Program newsletter. Responsible for nutrition education for families in the Families First Program. Provided assistance to clients in obtaining related services. (1989 to 1994)

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Nutrition Instructor; The *Family Center*, Exeter Hospital, Exeter, New Hampshire

Conducted nutrition education programs during the Early Pregnancy Series offered to all women and their partners delivering at Exeter Hospital. (1993 to 1994)

Consulting Nutritionist; Rockingham County Community Action Program, *Women, Infants and Children Program*, Exeter, New Hampshire (1982 to 1989)

Assisted in the development of an innovative breastfeeding support program for participants in the RCCAP WIC Program. Developed and conducted outreach and support activities designed to encourage the initiation of breastfeeding and to expand the duration of breastfeeding among low-income women.

Served as a consulting nutritionist to the Program, which encompassed several communities in southeastern New Hampshire. Duties included nutrition education and certification for women, infants and children.

Director; Women, *Infants and Children Program*, Greater Lawrence Community Action Council, Lawrence, Massachusetts.
Served as the administrator of an urban nutrition education and supplemental food program. (1980 to 1982).

Nutritionist; South Carolina Head Start Training Office, *Humanics Associates*, Columbia; SC . (1977 – 1980)

Nutritionist; Lawrence Housing Authority, Greater *Lawrence Community Action Council*, Lawrence, MA. (1975 to 1977)

Volunteer Activities

Board of Directors; Healthy New Hampshire Foundation, Concord, New Hampshire
(2013 to present)

Community Assister Task Force; NH Voices for Health, Concord, New Hampshire
(2013 to present)

Board of Directors; Squamscott Community Commons, Exeter, NH
(2013 to present)

Board of Directors; United *Way of the Greater Seacoast*, Portsmouth, NH
(2001 to 2005)

NH District Health Council; Governor *Councilor's Ruth Griffin, District 1*, Portsmouth, NH
(2000 to 2003)

Alliance for Community Health; Greater *Seacoast health care collaborative*, Portsmouth, NH
(1998 to 2013)

New Hampshire Health Care System: Guidelines for Change; State *Initiative*, Concord NH (1999)

Women Helping Women; Greater *Seacoast Breast and Cervical Cancer Screening Initiative*, Portsmouth,(1995 to 1998)

Board of Directors; Seacoast *Area Visiting Nurses Association*, North Hampton, New Hampshire.
Board President, 1990 - 1991. (1988 to 1991)

Education

University of New Hampshire, Durham, New Hampshire.
Bachelor of Science with concentration in Nutrition. (1975)

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SOPHIE AIKMAN

PROFESSIONAL EXPERIENCE

COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY • Dover, NH • 2022 – Present

Development Manager: Assists in implementing and managing a comprehensive multi-channel fundraising program that supports the philanthropic priorities of CAPSC. Manage CAPSC's donor database, in-kind donations, and volunteer management for the agency.

Key Achievements:

- Donor Database: Manage donor database including gift entry, gift acknowledgement, weekly and monthly reporting, and reconciliation with accounting.
- In-Kind Donations: In collaboration with programs and departments across the agency, manage the solicitation, tracking, acknowledgement, and stewardship of in-kind donations and donors.
- Volunteer Management: In collaboration with programs and departments across the agency, manage recruitment, onboarding, stewardship, and all aspects of the volunteer experience.
- Marketing and Communications: In partnership with the Marketing and Communications Manager, create and manage content related to in-kind donations and volunteers for the website, social media, print and online newsletters, annual reports, and other communication tools. Serve as agency representative in the community at various events/meetings.
- Fundraising and Stewardship: Collaborate with the Chief Advancement Officer to develop, implement, and execute new fundraising and stewardship initiatives to increase philanthropic donations to CAPSC.
- Appeals and Mailings: Assist with planning, creating, and mailing of solicitation for annual giving that integrate with other fundraising campaigns and the overall advancement plan.
- Special Events: Assist with targeted cultivation, stewardship, and special fundraising events for a variety of CAPSC constituents. Assist or lead agency special events, including planning and managing logistics, and serving as agency point person.

SOUTHEAST NEW HAMPSHIRE HABITAT FOR HUMANITY RESTORE • Newington, NH • 2013-2021

Manager: Managed all aspects of retails store management including staffing, HR, and vendor management. Established, developed and maintained relationships with large corporate and private donors. Manage all adverting accounts including radio, print and virtual platforms.

Key Achievements:

- Created and managed Facebook from ground up with current following of 6,900+ which has improved store sales by 15%.
- Managed all social media marketing and content development efforts for Facebook, Twitter, Instagram, and YouTube.
- Increased sales consistently from $30K monthly to $800K+annually over eight years through extensive community building, marketing and relationship management efforts.
- Developed and launched weekly newsletters with average open rate of 25% and click through rate of 65% Newsletter directly increased website traffic by 1000% with 4000+ hits monthly growing store sales by upwards of 35% within 24-hours of newsletter launch.
- Collaborated with website designer to construct content, lay-out and design for two web pages. Managed both websites regularly with increased traffic and engagement.
- Bolstered community presence and customer satisfaction by contributing as regular Guest on 'The Shark' which runs on Friday mornings.
- Built donor relationships assisting in growth of store including a large donation from multi-million dollar real-estate relationships leading to direct store sales of $65K.
- Crafted innovative programs to increase traffic and build relationships such as blood drives, food bank donations, toy drives and coupon promotions.

PERRY-MANSFIELD • Steamboat Springs, CO • 2005-2012

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Director – Programs & Administration: Planned, promoted and managed annual special events and fundraising campaigns including management of staff and volunteers. Created and maintained alumni, student and vendor databases. Managed all aspects of membership, individual donations, and corporate contributions. Interacted with parents and students to discuss potential programs and scholarships available.

Key Achievements:

- Led and facilitated all facets of programming for nine different summer sessions and 500+ students each summer.
- Collaborated with graphic designer on lay-out and design of annual brochures, newsletters, and all marketing collateral.
- Executed Annual Fund Campaign that exceeded its revenue goal by over 35% or $68K.
- Developed content, lay-out and design for new website.
- Led all social media marketing efforts for Facebook and Twitter growing followers and engagement of students, parents, alumni and donors by 40% on each platform.
- Enhanced communication efforts by transitioning from mailed hardcopies to electronic communications and promotions including brochures, invoicing, and newsletters. Utilized Constant Contact reducing costs by $8K annually.

Career Note: Additional experience as Product Marketing Manager with Global Crossing. Details available upon request.

EDUCATION

Bachelor of Science in Family Studies
University of New Hampshire, Durham, NH

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Kim-Marie Cole

Summary

Dependable and extremely motivated business professional with outstanding technological skills and attention to detail. A team player improving processes to be more consistent and more effective and delivering customer satisfaction. Seeking a position that offers opportunities for professional growth and personal challenge.

Highlights

• Cost reduction and Process Improvement	• Procedure development
• Employee Engagement	• Invoice processing
• Customer Service	• Strong Organizational Skills
• Employee mentoring	• Dedicated team player

Accomplishments – 2017-2020

- FMP Ceriffication – 2018
- BOMI Classes 2019-2020: Building Systems Maintenance Certificate: 2 classes Air Handling, Water Treatments, and Plumbing Systems and Energy Management and Controls
- Achieved a 99% customer satisfaction rating of over 5000 direct requests and exceeded target goal.

Accomplishments - 2016

- Continued in development by taking Fundamentals of Project Management
- Implemented process improvements and involved in RCPS on Request Types in Angus AnyWhere
- Achieved a 99% customer satisfaction rating of over 1500 direct requests and exceeded target goal
- Recommended and used a best practice for clogged sinks which is now being incorporated into Real Estate standards
- Reduced invoice costs by monitoring work and watching for inconsistencies and accounting errors
- Researched an alternative to cleaning ice machines and suggested utilizing UV light sanitization as a more hygienic and cost effective process

Experience

Community Action Partnership – 577 Central Ave., Ste. 10, Dover, NH 03820

3/2022 - Current

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Billing and Donations Specialist – Fuel and Electric Assistant – Part-Time

Executive Assistant Temporary/Part Time – Robert Half – March – August 2022

Office Services Coordinator/Workplace Services Specialist/Workplace Operations Specialist II 8/2008-May 2021

Liberty Mutual **Dover, NH**

- Ten years of professional experience as part of an intake team/real estate team assisting in the implementation and roll-out of My Workplace Requests in all Liberty Mutual locations in the United States. Served as the employees' initial point of contact for workplace service requests: including physical workplace, environmental, security, and safety for a large number of offices and back-up for others. Responsible for the completion of work requests (from start to finish), facility services, box moves, lease expiration support, furniture order/delivery, and obtaining competitive quotes for services. Interacts with employees at all levels, landlords, municipalities and contractors to independently assess the nature of each request, identify options, and determine course of action to solve the problem and/or fulfill the request.
  Three years of professional experience in a fast-paced technology environment as part of a department of business professionals in IT Real Estate. Served as a LEAD and participant of the Risk Control Committee, Logistics Team, Safety Day, LERT and Leader for Serve with Liberty. Created a MAC template which was an interim process for all IT moves, adds and changes and processed all work orders for IT.

Senior Secretary **2/2004-8/2008**

Liberty Mutual **Dover, NH**

- Four years of professional experience in HR as a Senior Secretary working in various roles such as supporting HR with a multitude of tasks: conference room reservations and set-up, telephony requests, travel, document management, moves, supplies, and asset management. LEAD in Take Our Children to Work Day, United Way Fun Raiser, Liberty Mutual Holiday Party (for over 735 employees and families), EOC, Toys for Tots. Worked with recruiters and scheduled and set up interviews, coordinated blood drives, participated as a Logistics team member in LERT, set-up and coordinated HR meeting's, set-up, attended and took minutes for LERT Team meeting's within HR. Mentored employees in software applications and assisted with special projects for HR Operations.

Education

Bachelor of Science Degree – Plymouth State College and NH College

Teaching Certificate - State of NH - 1/11-1/14

Collaboration Tools of the 21st Century 2014
BOMA Web Workshops 2013
AUTOCAD 2012
Sharepoint 2012
Manhattan 2012
Project Leadership and Management Communications 2011

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LDRPS 2011
BOMA seminar reviews 2015
Fundamentals of Project Management 2016
FMP – Certified
BOMI – two classes with a third for certification

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Melissa F. Spil, MSW

Relevant Professional Experience

Community Action Partnership of Strafford County (Dover, NH)

Chief Advancement Officer — ***September 2021 - Present***

- Create and implement a comprehensive advancement program that includes major gifts, annual giving, planned giving, foundation giving and corporate support, grants, communications, and special events
- Oversee the coordination of community activities, community relations (including media relations initiatives, community engagement, and fund development activities), and agency events
- Develop content for communications – newsletters, annual report, major donor executive updates, etc.
- Establish and maintain positive working relationships with the community, donors, sponsors, funders, agency leaders, community leaders, and businesses to further the mission and vision of CAPSC
- Plan and execute all special events in order to advance CAPSC's development and communications growth
- Support and partner with the CEO and board members on all major development initiatives
- Supervise one full-time staff member (Communications, Marketing, and Events Manager) and one part-time, contracted grant writer

TROSA, Triangle Residential Options for Substance Abusers, Inc. (Durham, NC)

Associate Director of Development — ***August 2016 – September 2021***

- Serve on a development team of four staff, raising over $4 million per year for general operating and capital projects
- Manage grant proposals, reporting, and stewardship for over 60 funders annually; since 2016, secured $5.2M in grants
- Manage impact evaluation and data management process in partnership with TROSA's Clinical Operations Team
- Create and coordinate all aspects of direct mail appeals, including content creation, design, mailing, and gift processing
- Develop design and content for TROSA's website, e-newsletters, social media, and print materials
- Evaluate progress on fundraising goals by running reports in Raiser's Edge to present to TROSA leadership and Board
- Assist in special events planning and sponsorships, such as TROSA's Foodie Fundraiser which raises nearly $100,000
- Deliver presentations about TROSA both on campus and off-site with donors, volunteers, and external groups
- Serve as a "Coach" for TROSA graduates participating in the "Staff-in-Training" Program

Girl Scouts – North Carolina Coastal Pines (Raleigh, NC)

Director, Outcomes Management & Development Programming — ***May 2014 – July 2016***

- Continued to manage all of the duties for the Grants & Research Manager position in addition to new responsibilities
- Partnered with Girl Scouts USA to create surveys for our chapter that evaluate outcomes shared at the national level
- Developed a data collection process and trained program staff on how to effectively deliver and collect survey data
- Analyzed survey and program data through Qualtrics, Salesforce, Microsoft Excel, and other internal software systems

Grants & Research Manager

- Secured $300,000 annually in grants from over 20 United Ways across NC and completed all reporting requirements
- Managed grants and reporting for foundations, corporations, and other sources; received $50,000 in grants annually
- Traveled across Girl Scouts' 41-county region in NC to meet with funders and deliver presentations on pending grants
- Collaborated with other departments to ensure that grant programs and outcomes were delivered successfully
- Provided support for fundraising and stewardship events, as well as organization-wide events

Master's Level Practical Experience

Youth In Need (Saint Charles, MO)

Development Department Practicum Student — ***August 2013 – April 2014***

- Completed 600 hours of practicum experience through Master's in Social Work Program
- Entered donor data, acknowledged donors, and ran reports through Raiser's Edge
- Secured over $72,000 in private grants and sponsorship requests
- Assisted with agency's fundraising gala for more than 600 guests, which raised over $500,000
- Processed more than 300 auction item donations and managed auction booklet contents for annual fundraising gala

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United Way of Greater Saint Louis (Saint Louis, MO)

Volunteer Center Practicum Student ***January 2013 – July 2013***

- Completed 300 hours of practicum experience through Master's in Social Work Program
- Cultivated and sustained relationships with United Way's 174 member agencies to connect volunteers with projects
- Customized 74 volunteer projects for 25 corporate donor groups, including Boeing, Edward Jones, and Wells Fargo
- Mobilized individual and group volunteers through the online volunteer management platform, HandsOn Connect

Relevant Volunteer Experience

Association of Fundraising Professionals (National)

AFP Triangle Board Member - Education Programs Co-Chair ***January 2017 – December 2018***

- Served on a board of 16 individuals, providing support to AFP Triangle Chapter, which had over 200 total members
- Planned professional development events throughout the year

Speaker at AFP's North Carolina Philanthropy Conference ***August 18, 2016***

- Co-presented on the topic of data management and analysis – "How to Make Your Data Dance"

AFP Member ***August 2013 - Present***

- Participated as a member of AFP in several different areas of the country: St. Louis, Raleigh, and New England

Independent Animal Rescue (Durham, NC)

Chair of Auction Fundraiser - Painted Chair Auction ***October 2016 – October 2017***

- Led an all-volunteer team to coordinate IAR's signature fundraising event for nearly 200 guests
- Planned and executed a silent auction of over 200 items and live auction of nearly 30 items
- Spearheaded the transition to mobile bidding, which led to raising a record amount of money – over $50,000

United Way of Greater Saint Louis (Saint Louis, MO)

Allocations Panel Volunteer ***July 2013 – November 2013***

- Served on the Early Childhood Care and Education Panel of 25 volunteers to evaluate the quality of 11 nonprofit member agencies and to determine how much United Way funding each should receive

Other Professional Experience

Garinger High School (Charlotte, NC)

Special Education Teacher ***August 2011 – June 2012***

- Completed teacher certification training at TEACH Charlotte, a highly selective lateral entry program that selects and trains outstanding professionals from varied industries and recent college graduates to teach in Title 1 schools
- Managed a caseload of 21 students with special needs including learning, emotional, and intellectual disabilities
- Co-taught in Algebra 1 and English 1 classes, serving as the Special Education Teacher in the classroom

City Year (New York, NY)

Corps Member ***September 2010 – June 2011***

- Completed 1,700 service hours on a diverse team of nine individuals in a Title 1 school in the South Bronx
- Tutored and mentored a high-need population of elementary school students
- Managed an afterschool program for the students in the elementary school, which involved service-learning
- Arranged 10 school-wide events, including a literacy night that engaged over 300 students and family members

Education

Washington University in St. Louis ***Graduation: May 2014***
Master of Social Work ***GPA: 3.96***
Concentration in Nonprofit Management

University of North Carolina at Chapel Hill ***Graduation: May 2010***
Bachelor of Arts in International Studies and Spanish ***GPA: 3.65***
Minor in Public Policy

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Jamie Swan

Director of Strategic Initiatives

[redacted]

OBJECTIVE

Highly motivated, detail-orientated, and educated professional possessing excellent communication, organizational and analytical capabilities. Passionate about all programs within the Community Action Partnership of Strafford County agency and have the skills to develop the systems and procedures to ensure all agency mandates and standards are met.

EMPLOYMENT

Community Action Partnership
of Strafford County
577 Central Ave. Suite 10
Dover, NH 03820

EXPERIENCE

5/15/21-present
Director of Strategic Initiatives • CAPSC

10/23/20-1/3021
Interim Director overseeing Childcare • CAPSC

2012-present
Health and Nutrition Manager • CAPSC

2008-2012
Integrated Teacher • Head Start • CAPSC

2006-2007
Teacher • Head Start • CAPSC

Implemented the At Risk After School meals program with Strafford County. Developed and maintained budget, hiring, menus, ordering, monitoring, etc. During the first year and average of 2,500 meals were served within two schools.

Oversees CAPSCs Summer Food Service Program. Developed and maintained budget will collaborating with community resources to bring meals to children with Strafford County.

Oversee the Health and Nutrition mandates of approximately 300 children.

Write, revise, and review policies and procedures, program operating plan, parent handbook, etc.

Write and complete all grants and applications pertaining to health and nutrition.

Emergency meal service during Covid 19 pandemic. Coordinated with five local school districts to provide meal service within 3 days of school emergency closure. Served over 285,000 meals to children within Strafford County from March to August.

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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
COMMUNICATIONS AND EVENTS COORDINATOR
POSITION DESCRIPTION

Job Title:	**Communications and Events Coordinator**
Program/Dept:	**Administration**
Reports To:	**Chief Advancement Officer**
FLSA Status:	**Full time**
Probationary Period:	**Ninety (90) days**
Work Schedule:	**40 hours/week**
Salary Range:	**Salaried**

GENERAL DESCRIPTION

The Communications and Events Coordinator reports to the Chief Advancement Officer and implements public relations, communications, and fundraising initiatives as well as all internal and external communication materials and services to promote events and the agency, generate fundraising, and in-kind program revenue. In addition, this position is responsible for planning, organizing, and implementing CAPSC's two signature fundraising events each year, our Annual Meeting and Golf Tournament.

As a member of the Advancement Department, this position will be responsible for collaborating with the Chief Advancement Officer in implementing and managing a comprehensive multi-channel fundraising program that supports the philanthropic priorities of CAPSC. This position requires strong organizational and interpersonal skills, and the ability to prioritize as well as manage multiple projects at the same time.

EDUCATION and/or EXPERIENCE

- Bachelor's degree and 1-3 years of experience in communications, PR, fundraising, event planning, or sales.
- Excellent knowledge of social media platforms and social media analytics.
- Proven experience creating content, planning, and managing a busy digital and print content calendar.
- Exceptional communications and storytelling skills.
- Proficiency in graphic design software and/or video editing software, such as Adobe products or Canva.
- Basic understanding of WordPress and other website builders, such as Wix.
- Basic knowledge of photography/DSLR.
- High level understanding of Microsoft Office Suite, including Word, PowerPoint, and Excel.
- Exceptional attention to detail, ability to meet tight deadlines, project management, and teamwork.

DUTIES AND RESPONSIBILITIES

- Collaborate with the Chief Advancement Officer to develop, implement, and execute a communications plan to promote CAPSC's programs and services.
- Develop and maintain up-to-date promotional materials, including organizational overview materials, brochures, web copy, and other informational pieces.
- Manage external partnerships with graphic design consultant, print house, and other vendors to produce promotional materials for the agency, including print, video, and display materials.
- Oversee the development and distribution of content that promotes CAPSC through press releases, newsletters, profiles, features, impact reports, promotional materials, etc.
- In partnership with external consultant, manage website edits and updates, ensuring that the content is up-to-date, accurate, and effectively communicates the mission, vision, and programs of CAPSC.
- Create content and communications plan for the Annual Report and distribute to agency supporters.
- Create and send external and internal newsletters to agency stakeholders.
- Prepare press releases and engage the media to promote agency initiatives, events, and important news.

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COMMUNITY ACTION PARTNERSHIP OF STRAFFORD COUNTY
COMMUNICATIONS AND EVENTS COORDINATOR
POSITION DESCRIPTION

- Manage content and creation of all social media posts, stories, and engagement with followers.
- Identify and create compelling stories about our clients and programs and incorporate them into all communications channels (video, social media, collateral, website, donor stewardship, etc.).
- Serve as photographer for the agency, taking photos at key events and programs.
- Incorporate photos into digital content for marketing and communications.
- Implement communications tactics to support agency fundraising, volunteer program management, and in-kind donations.
- Track and measure levels of engagement with social media, website, and other digital marketing efforts.
- Collaborate frequently with program staff to support program communications needs.
- Take the lead on planning and executing CAPSC's two signature events, the Annual Meeting and Golf Tournament.
- Execute marketing and communications strategy for special events, including advertisement of the event, appropriate sponsorship recognition, and other digital/print communications.
- Assist with design and content creation for fundraising and stewardship materials, such as appeal letters, donor acknowledgement letters, special fundraising campaign solicitations and updates, and general donor stewardship.
- Assist with gift entry and reporting through the donor database, Raiser's Edge.
- Prepare and distribute progress reports to senior leadership team and Board, as needed.
- Serve as agency representative in the community at various events/meetings.

SUPERVISORY RESPONSIBILITIES

- This job has no supervisory responsibilities but works closely with supervisor and peers.

GENERAL EXPECTATIONS

- Respects confidentiality of information about agency staff, personnel issues, and other program operations.
- Strong commitment to maintaining confidentiality.
- Plan, assign, coordinate, organize and prioritize work.
- Models direct, positive, honest, and respectful behavior in every aspect of work with children, families, staff and community members.
- Energetically engages people, issues and work.
- Applies the highest ethical standards to themselves and others on a daily basis.
- Supports others in their efforts to be productive and effective and succeed in work and life.
- Actively participates in teambuilding, which includes sharing ideas and mutual support of team members.
- Consistently uses interpersonal skills that are appropriate for individual styles, personalities, cultures, the nature of the work, and the environment in which the work is being done.
- Practices honest, respectful and direct communication as well as active listening.

EMPLOYMENT SCREENING

Valid Driver's License and insured vehicle (100/300 minimum coverage) for use on the job or acceptable alternative, driving record check, criminal record check, randomized drug screening.

MISSION VISION & VALUES

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

Our Vision: To eliminate poverty.

Our Values: Communication, Collaboration, Client-Focus, and Accountability.

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CHERYL M. ROBICHEAU

Work Experience:

December 2015 - Present

Community Action Partnership of Strafford County – Contracts and Data Quality Manager

In this position I am responsible for the collection and analysis of program data, as well as development and implementation of ongoing program monitoring to ensure efficient operation and compliance with designated contracts; including required reports, accurate data reporting and overall compliance with program standards. I am also the point of contact for upcoming program monitoring / reviews, and work with program managers to collect required documents for reviews, and develop a schedule in order to conduct file reviews within specified timeframes, and report areas of strength, concern and corrective action required. I also provide technical assistance to ensure that any concerns requiring correction action are completed within specified timelines. I am the Program Administrator for HMIS (Homeless Management Information System) and agency-wide client tracking software systems, and review data management system(s) for accuracy. I work collaboratively with managers and supervisors to ensure sufficient and accurate data is maintained by staff for contract compliance. In addition to these responsibilities, I also supervise the staff of the Workplace Success, WIA, Senior Transportation and housing contracts (Academy Street and Covered Bridge Manor) in accordance with grant requirements. I currently serve on the Board of Directors for Neighbor Helping Neighbor as well as the Emergency Food and Shelter Program, and participate in the local Elderly Wraparound Meetings.

July 2008 – December 2015

Community Action Partnership of Strafford County - Housing Specialist

In this position I am responsible for the administration of various program grants which focus on assisting low-income individuals with obtaining or retaining affordable housing by assisting with security deposits, rent/mortgage or utility assistance, budget counseling, and helping guide clients toward the goal of self-sufficiency. I have worked with other staff members to develop coordinated application and reporting processes and procedures in order to streamline the client experience with the Agency. This position has required that I work with Program Directors and Supervisors with grant proposals, budgets, and reporting. I have also worked with Fuel Assistance and Outreach Services. I currently serve on the Board of Directors for Neighbor Helping Neighbor as well as the Emergency Food and Shelter Program, and participate in the local Elderly Wraparound Meetings.

April 1997- June 2008

Cannon Cochran Management Service, Inc (Formerly Northern General Services.) Administrative Assistant/Provider Representative – CompMC Managed Care for Workers' Compensation

In my long tenure with this employer, I worked closely with the Nurse Case Management staff, assisting with data entry and developing databases to track participating medical providers for reporting to the State of NH. I handled a medical-only caseload entering medical notes and paying bills. As Provider Representative, I was responsible for contracting medical providers throughout the State of NH for our Provider Network, as well as organizing the documents needed for our State Certification.

November 1996 – April 1997 (part-time, temporary employment)

Community Action Partnership of Strafford County - Data Entry Clerk

In this part-time position I was responsible for entering and verifying data entry for Fuel Assistance applications.

May 1996 – November 1996 (part-time, temporary employment)

Northern General Services - Administrative Assistant

In this position I was responsible for entering workers' compensation claims into the database and sending correspondence to clients. I assisted the Senior Nurse Case Manager in developing processes for the new program for medical management of workers' compensation claims, including developing forms, processes and procedures.

May 1996 – April 1997 (part-time, temporary employment)

University of NH – Computer Science Department - Administrative Assistant to Director of Graduate Studies

In this position I was responsible for all correspondence between the Director of Graduate Studies and students. I also scheduled appointments, and assisted foreign applicants with documents needed for their applications to the program.

June 1992 – May 1996

Willis Corroon of NH - Administrative Assistant – Pilot Program / CompWorks Managed Care for Workers' Compensation

In this position I worked with the Program Director and Nurse Case Manager for the development and implementation of the State of NH Pilot Program for Managed Care for Workers' Compensation. I helped to develop the processes and procedures, provider network, and forms initially utilized by this program, which eventually became the model for all Managed Care Programs within the State.

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October 1987 – May 1992
BankEast –Data Entry Clerk, Operations Department
In this position I was responsible for data entry for the Savings, IRA and Overdraft Departments.

Skills:
I have strong organization skills, and have the ability to multi-task. I am moderately proficient in Excel and Word, am able to develop spreadsheets and professional correspondence, and have good verbal and written communication skills.

Education:
Spaulding High School, Rochester, NH Graduated 1987
Various classes and training in Microsoft Office, Word and Excel

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Community Action Partnership of Strafford County

Key Personnel – Community Services Block Grant (CSBG)

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Robert Arnold	Housing Development and Revitalization Director	$76,189.20	36.87%	$28,087.20
Mary Kathleen Crompton	Director of Program Operations	$102,846.00	100%	$102,846.00
Sophie Aikman	Development Manager	$35,341.60	22.62%	$7,995.28
Kim-Marie Cole	Billing & Donations Specialist	$6,175.00	17.49%	$1080.00
Milisa Spil	Chief Advancement Director	$89,114.48	20.83%	19,298.52
Jamie Swan	Director of Strategic Initiatives	$78,467.60	100%	$78,467.60
Open Position	Communication & Events Manager	$60,000.00	50%	$30,000.00
Cheryl Robicheau	Contracts & Data Manager	61,626.01	50%	$30,813.00

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

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

May 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 enter into **Sole Source** amendments to existing contracts with the vendors listed below for the provision of community-based services and anti-poverty programs through the Community Services Block Grant (CSBG) by exercising the existing renewal option in the contracts by extending the completion date from September 30, 2022 to September 30, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on February 20, 2019, item #23. They were subsequently amended with Governor and Council approval on September 18, 2019, item #16, and most recently amended with Governor approval on May 6, 2021, and will be presented to the Executive Council as an informational item at a future meeting (item #TBD).

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Community Action Partnership of Strafford County	177200-B004	Strafford County	$2,220,250	$0	$2,220,250
Community Action Programs Belknap and Merrimack Counties	177203-B003	Belknap and Merrimack Counties	$2,697,906	$0	$2,697,906
Southern NH Services	177198-B006	Hillsborough and Rockingham Counties	$10,034,865	$0	$10,034,865

Southwestern Community Services	177511-R001	Cheshire and Sullivan County	$2,326,288	$0	$2,326,288
Tri-County Community Action Program	177195-B009	Grafton, Carroll, Coos County	$3,769,541	$0	$3,769,541
		Total:	**$21,048,850**	**$0**	**$21,048,850**

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022 and State Fiscal Year 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source. The five (5) Community Action Agencies are the only entities eligible to receive Community Services Block Grant funding in accordance with Public Law 105 – 285 – October 27, 1998 – Community Opportunities, Accountability, and Training and Educational Services Act of 1998.

The CSBG CARES Act funds are required to be used to help prevent, prepare for, or respond to impacts from the coronavirus. The purpose of this request is to extend the contracts and ensure these critically needed resources are available to Community Action Agencies to meet community needs at the local level due and address the economic impacts of the COVID-19 pandemic. The COVID-19 pandemic has resulted in financial challenges for many individuals due to changes to work hours, loss of employment, or lack of child care due changes in at-home learning. The increased demand in 'stop-gap' measures for individuals or families who do not qualify for government assistance has drastically increased over the last year. The upward trend of need continues as the State recovers from the COVID-19 pandemic.

At this time, the Department cannot determine the number of individuals to be served, as the agencies are in the process of assessing the need.

The Contractors provide services to individuals at the local level and assist them in becoming or remaining financially and socially independent. The Contractors will provide services to low-income individuals, including the elderly, who are impacted by the COVID-19 pandemic.

Some services provided may be 'stop gap' measures that are used in instances when an individual or family does not financially qualify for government assistance. The household may be in need of temporary assistance in order to get through a heating season or a temporary emergency that would otherwise result in the individual or family becoming eligible for full government assistance.

These Contractors administer a variety of programs including, but not limited to:

- Fuel and utility assistance.
- Neighbor Helping Neighbor programs.
- Rental assistance, security deposits and senior housing.

- Senior Community Service Employment Programs.
- Head Start.
- Supplemental Foods Women, Infants and Children (WIC).
- Weatherization.

As referenced in Exhibit C, Revisions to General Provisions, Section 3, Renewals, of the original contract, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for the one (1) remaining year available.

Should the Governor and Executive Council not authorize this request, funding to community programs, statewide may be limited. Limiting funds available, due to this public health emergency, at the community level will directly and negatively affect the citizens of New Hampshire. With heating and food costs rising on a daily basis, the federal funding for community programs is essential in order to deliver the assistance needed to eligible citizens, statewide.

Area served: Statewide

Source of Funds: CFDA #93.569. FAIN #2001NHCSC3.

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

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

05-095-045-450010-7148-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, CSBG

100% Federal Funds

Community Action Partnership of Strafford County Vendor # 177200-B004

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 317,530	$ -	$ 317,530
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 317,530	$ -	$ 317,530

Community Action Programs Belknap and Merrimack Counties Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 421,592	$ -	$ 421,592
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 421,592	$ -	$ 421,592

Southern NH Services Vendor # 177198-B006

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 1,906,268	$ -	$ 1,906,268
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 1,906,268	$ -	$ 1,906,268

Southwestern Community Services Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 326,688	$ -	$ 326,688
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 326,688	$ -	$ 326,688

Tri-County Community Action Prograr Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 615,318	$ -	$ 615,318
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 615,318	$ -	$ 615,318
		TOTAL		$ 3,587,396	$ -	$ 3,587,396

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

05-095-042-423010-80040000-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, CSBG
100% Federal Funds

Community Action Partnership of Strafford County Vendor # 177200-B004

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 559,911	$ -	$ 559,911
2021	102-500731	Contracts for Program Svcs	TBD	$ 409,464	$ 426,903	$ 836,367
2022	102-500731	Contracts for Program Svcs	TBD	$ 409,464	$ -	$ 409,464
2023	102-500731	Contracts for Program Svcs	TBD	$ 96,978	$ -	$ 96,978
		Sub Total		$ 1,475,817	$ 426,903	$ 1,902,720

Community Action Programs Belknap and Merrimack Counties Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 669,596	$ -	$ 669,596
2021	102-500731	Contracts for Program Svcs	TBD	$ 489,938	$ 510,805	$ 1,000,743
2022	102-500731	Contracts for Program Svcs	TBD	$ 489,938	$ -	$ 489,938
2023	102-500731	Contracts for Program Svcs	TBD	$ 116,037	$ -	$ 116,037
		Sub Total		$ 1,765,509	$ 510,805	$ 2,276,314

Southern NH Services Vendor # 177198-B006

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 2,429,870	$ -	$ 2,429,870
2021	102-500731	Contracts for Program Svcs	TBD	$ 1,866,462	$ 1,601,903	$ 3,468,365
2022	102-500731	Contracts for Program Svcs	TBD	$ 1,866,462	$ -	$ 1,866,462
2023	102-500731	Contracts for Program Svcs	TBD	$ 363,900	$ -	$ 363,900
		Sub Total		$ 6,526,694	$ 1,601,903	$ 8,128,597

Southwestern Community Services Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 588,199	$ -	$ 588,199
2021	102-500731	Contracts for Program Svcs	TBD	$ 430,380	$ 448,710	$ 879,090
2022	102-500731	Contracts for Program Svcs	TBD	$ 430,380	$ -	$ 430,380
2023	102-500731	Contracts for Program Svcs	TBD	$ 101,931	$ -	$ 101,931
		Sub Total		$ 1,550,890	$ 448,710	$ 1,999,600

Tri-County Community Action Prograr Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 927,838	$ -	$ 927,838
2021	102-500731	Contracts for Program Svcs	TBD	$ 678,893	$ 707,808	$ 1,386,701
2022	102-500731	Contracts for Program Svcs	TBD	$ 678,893	$ -	$ 678,893
2023	102-500731	Contracts for Program Svcs	TBD	$ 160,791	$ -	$ 160,791
		Sub Total		$ 2,446,415	$ 707,808	$ 3,154,223
		TOTAL		$ 13,765,325	$ 3,696,129	$ 17,461,454
		GRAND TOTAL		$ 17,352,721	$ 3,696,129	$ 21,048,850

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council the Governor on February 20, 2019 (Item #23), as amended on September 18, 2019, (Item #16), and as amended and approved by the Governor on June 29, 2020 and presented to the Executive Council on August 5, 2020 (Item #H1), 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 General Provisions Subsection 3, Renewals, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

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

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

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

   September 30, 2023

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

   $2,220,250.

DS BAP 3/31/2021

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. This amendment shall be effective retroactively to February 22, 2021, subject to the Governor's approval issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, and 2021-04, and any subsequent extensions.

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

4/14/2021
Date

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

Community Action Partnership of Strafford County

3/31/2021
Date

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

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

OFFICE OF THE ATTORNEY GENERAL

4/16/2021
Date

DocuSigned by:
DSCA9202E32C4AE...
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, and 2021-04, and any subsequent extensions.

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

JUL08'20 AM11:24 DAS

mar

H1

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: 603-271-4130 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 30, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-04, 2020-08, 2020-09, and 2020-10, Governor Sununu has authorized the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into **Retroactive Sole Source** amendments to existing agreements with the vendors listed below for the provision of community based services and anti-poverty programs through the Community Services Block Grant (CSBG) to ensure critically needed resources are available to meet local low-income community needs in response to COVID-19, by increasing the total price limitation by $1,303,871 from $16,048,850 to $17,352,721 with no change to the contract completion dates of September 30, 2022, effective June 8, 2020, upon Governor approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on February 20, 2019, item #23 and most recently amended with Governor and Council approval on September 18, 2019, item #16.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Community Action Partnership of Strafford County	177200-B004	Strafford County	$1,642,750	$150,597	$1,793,347
Community Action Programs Belknap and Merrimack Counties	177203-B003	Belknap and Merrimack Counties	$2,006,906	$180,195	$2,187,101
Southern NH Services	177198-B006	Manchester and surrounding cities	$7,867,865	$565,097	$8,432,962

Southwestern Community Services	177511-R001	Cheshire County	$1,719,288	$158,290	$1,877,578
Tri-County Community Action Program	177195-B009	Coos County	$2,812,041	$249,692	$3,061,733
		Total:	**$16,048,850**	**$1,303,871**	**$17,352,721**

Funds are available in State Fiscal Year 2020 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 item is **Sole Source** because the five (5) Community Action Agencies (CAAs) are the only entities eligible to receive Community Services Block Grant funding in accordance with Public Law 105 – 285 – October 27, 1998 – Community Opportunities, Accountability, and Training and Educational Services Act of 1998. This item is **Retroactive** because the grant award required the Department to disburse the funding as quickly as possible. Due to the COVID-19 public health emergency, Community Services Block Grant CARES Act funds were allocated to the Department for the CAAs to ensure critically needed resources were and will continue to be available to meet the needs of the community, with a focus on individuals and families who are local low-income. The Community Services Block G CARES Act funds included in the contract amendments must be used to help prevent, prepare for, or respond to the coronavirus.

At this time, the Department cannot determine the number of individuals to be served, as the agencies are in the process of assessing the need. The funding is available from January 20 2020, to September 30, 2022.

The vendors provide services to individuals and families across the state in their local communities to assist them with becoming or remaining financially and socially independent. Activities and services are designed to assist individuals and families who are low income, including children and seniors. Services provided have a focus on poverty reduction in local communities and the State. The vendors provide services to individuals and families who are vulnerable and, during a state of emergency such as the COVID-19 pandemic, this vulnerability is intensified and the vendors must respond with essential and critical services and supports.

Some of the services provided are crisis, emergency response, and "stop gap" measures that are used in instances when an individual or family does not financially qualify for government assistance. The household may be in need of temporary assistance in order to get through a temporary emergency, such as the COVID-19 pandemic, that if not provided would put the individual or family in a dire circumstance or require additional financial assistance.

These vendors administer a variety of programs including, but not limited to:

- Fuel and utility assistance.
- Neighbor Helping Neighbor programs.
- Rental assistance, security deposits and senior housing.
- Senior Community Service Employment Programs.

- Head Start.
- Supplemental Foods Women, Infants and Children (WIC).
- Weatherization.

The amount of funding provided to each community program is calculated using a formula that is based on poverty demographics available from the US Census Bureau. According to the Community Services Block Grant State Plan, these funds are to be used primarily for the provision of assistance to individuals and families whose incomes are at or below the 200th percentile of the poverty level.

Area served: Statewide

Source of Funds: CFDA #93.569FAIN #2001NHCSC3.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

05-095-045-450010-7148-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, CSBG
100% Federal Funds

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

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	317,530		317,530
2020	102-500731	Contracts for Program Svcs	45012170			0
2021	102-500731	Contracts for Program Svcs	TBD			0
2022	102-500731	Contracts for Program Svcs	TBD			0
2023	102-500731	Contracts for Program Svcs	TBD			0
		Sub Total		$ 317,530	$ -	$ 317,530

Community Action Programs Belknap and Merrimack Counties — Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	421,592		421,592
2020	102-500731	Contracts for Program Svcs	45012170			
2021	102-500731	Contracts for Program Svcs	TBD			
2022	102-500731	Contracts for Program Svcs	TBD			
2023	102-500731	Contracts for Program Svcs	TBD			
		Sub Total		$ 421,592	$ -	$ 421,592

Southern NH Services — Vendor # 177198-B006

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	1,906,268		1,906,268
2020	102-500731	Contracts for Program Svcs	45012170	0		
2021	102-500731	Contracts for Program Svcs	TBD	0		
2022	102-500731	Contracts for Program Svcs	TBD			
2023	102-500731	Contracts for Program Svcs	TBD			
		Sub Total		$ 1,906,268	$ -	$ 1,906,268

Southwestern Community Services — Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	326,688		326,688
2020	102-500731	Contracts for Program Svcs	45012170	0		
2021	102-500731	Contracts for Program Svcs	TBD	0		
2022	102-500731	Contracts for Program Svcs	TBD			
2023	102-500731	Contracts for Program Svcs	TBD			
		Sub Total		$ 326,688	$ -	$ 326,688

Tri-County Community Action Prograr — Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	615,318		615,318
2020	102-500731	Contracts for Program Svcs	45012170	0		
2021	102-500731	Contracts for Program Svcs	TBD	0		
2022	102-500731	Contracts for Program Svcs	TBD			
2023	102-500731	Contracts for Program Svcs	TBD			
		Sub Total		$ 615,318	$ -	$ 615,318
		TOTAL		$ 3,587,396	$ -	$ 3,587,396

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

05-095-042-423010-80040000-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, CSBG
100% Federal Funds

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

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	409,314	150,597	559,911
2021	102-500731	Contracts for Program Svcs	TBD	409,464		409,464
2022	102-500731	Contracts for Program Svcs	TBD	409,464		409,464
2023	102-500731	Contracts for Program Svcs	TBD	98,978		98,978
		Sub Total		$ 1,325,220	$ 150,597	$ 1,475,817

Community Action Programs Belknap and Merrimack Counties — Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	489,401	180,195	669,596
2021	102-500731	Contracts for Program Svcs	TBD	489,938		489,938
2022	102-500731	Contracts for Program Svcs	TBD	489,938		489,938
2023	102-500731	Contracts for Program Svcs	TBD	116,037		116,037
		Sub Total		$ 1,585,314	$ 180,195	$ 1,765,509

Southern NH Services — Vendor # 177198-B006

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	1,864,773	565,097	2,429,870
2021	102-500731	Contracts for Program Svcs	TBD	1,866,462		1,866,462
2022	102-500731	Contracts for Program Svcs	TBD	1,866,462		1,866,462
2023	102-500731	Contracts for Program Svcs	TBD	363,900		363,900
		Sub Total		$ 5,961,597	$ 565,097	$ 6,526,694

Southwestern Community Services — Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	429,909	158,290	588,199
2021	102-500731	Contracts for Program Svcs	TBD	430,380		430,380
2022	102-500731	Contracts for Program Svcs	TBD	430,380		430,380
2023	102-500731	Contracts for Program Svcs	TBD	101,931		101,931
		Sub Total		$ 1,392,600	$ 158,290	$ 1,550,890

Tri-County Community Action Progra — Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	678,146	249,692	927,838
2021	102-500731	Contracts for Program Svcs	TBD	678,893		678,893
2022	102-500731	Contracts for Program Svcs	TBD	678,893		678,893
2023	102-500731	Contracts for Program Svcs	TBD	160,791		160,791
		Sub Total		$ 2,196,723	$ 249,692	$ 2,446,415
		TOTAL		$ 12,481,454	$ 1,303,871	$13,785,325
		GRAND TOTAL		$ 16,048,850	$ 1,303,871	$17,352,721

Attachment #2
CSBG Vendor Totals

VENDOR NAME	VENDOR CODE	ADDRESS	CURRENT AMOUNT	INCREASE	REVISED AMOUNT
Community Action Partnership of Strafford County	177200-B004	577 Central Avenue, Suite 10 Dover, NH 03835	$ 1,642,750	$ 150,597.00	$ 1,793,347
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$ 2,006,906	$ 180,195.00	$ 2,187,101
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$ 7,867,865	$ 565,097.00	$ 8,432,962
Southwestern Community Services	177511-R001	63 Community Way PO Box 603 Keene, NH 03431	$ 1,719,288	$ 158,290.00	$ 1,877,578
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03570	$ 2,812,041	$ 249,692.00	$ 3,061,733
		TOTAL	$ 16,048,850	$ 1,303,871	$ 17,352,721
			$ 16,048,850	*$ 1,303,871*	*$ 17,352,721.00*

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Community Services Block Grant

This 2nd Amendment to the Community Services Block Grant contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Partnership of Strafford County, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 577 Central Avenue, Suite 10, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 20, 2019, (Item #23), as amended on September 18, 2019, (Item #16), 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, Revisions to General Provisions, Section 3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

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

   $1,793,347

1. Add Exhibit A, Scope of Services, Section 1. Provisions Applicable to All Services, Subsection 1.6 to read:

   In accordance with the provisions of The Community Services Block Grant Act (42 U.S.C. et seq) as amended by Public Law 105-285 of October 27, 1998, also known as the Community Opportunities Accountability, Training and Educational Act of 1998 or the Coats Human Services Reauthorization Act of 1998; and any amendments thereto, the Contractor agrees to deliver Community Services to low-income individuals at or below 200% of the poverty income guidelines.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective retroactively effective to January 29, 2020, 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 17, 2020
Date

Christine Santaniello
Name: Christine Santaniello,
Title: Director, DEHS

Community Action Partnership of Strafford County

6/12/20
Date

Name: Barbara Andrews Parker
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

06/17/20
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:

SEP04'19 AM10:23 DAS

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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

August 29, 2019

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

REQUESTED ACTION

1) Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to exercise renewal options and amend existing sole source agreements, with the vendors listed below, for the provision of community based services and anti-poverty programs through the Community Services Block Grant, by increasing the price limitation by $11,625,711 from $4,423,139 to $16,048,850 and by extending the completion date from September 30, 2019 to September 30, 2022, effective upon Governor and Executive Council approval. 100% Federal Funds.

2) Contingent upon Governor and Executive Council approval of Requested Action #1, authorize the Depatment of Health and Human Services, Division of Economic and Housing Stability, to make annual advance payments to each Contractor in amounts not to exceed one-twelfth (1/12) of the total price limitation for each state fiscal year, in support of the delivery of community-based services and anti-poverty programs through the Community Services Block Grant. These advance payments will enable the Contractors to operate during the periods between monthly reimbursements from the State.

These agreements were originally approved by the Governor and Executive Council on February 20, 2019, Item #23.

Vendor Name	Vendor Code	Address	Current Modified Budget	Increase / (Decrease)	Total Modified Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Suite 240, PO Box 160 Dover, NH 03835	$414,058	$1,228,692	$1,642,750
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive PO Box 1016 Concord, NH 03301	$537,092	$1,469,814	$2,006,906
Southern NH Services	177198-B006	40 Pine Street PO Box 5040 Manchester, NH 03108	$2,268,479	$5,599,386	$7,867,865
Southwestern Community Services	177511-R001	63 Community Way PO Box 603 Keene, NH 03431	$428,148	$1,291,140	$1,719,288
Tri-County Community Action Program	177195-B009	30 Exchange Street PO Box 367 Berlin, NH 03670	$775,362	$2,036,679	$2,812,041
		Total	$4,423,139	$11,625,711	$16,048,850

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2020, 2021 and 2022 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

SEE ATTACHED FISCAL DETAILS

EXPLANATION

These agreements are sole source because the five (5) Community Action Agencies are the only entities eligible to receive Community Services Block Grant funding in accordance with Public Law 105–285 October 27, 1998 – Community Opportunities, Accountability, and Training and Educational Services Act of 1998.

The purpose of this request is to continue providing funds to community programs at the local level to ensure eligible individuals and families receive community-based services that enable them to receive the assistance needed in order to meet their basic needs.

Approximately 275,792 unduplicated individuals will be served collectively by the five (5) contractors from October 1, 2019 through September 30, 2022.

The original agreement included language in the Exhibit C-1 that allows the Department to renew these contracts for up to three (3) additional years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for three (3) years at this time.

The vendors provide services to individuals at the local level that assist them with becoming or remaining financially and socially independent. Activities and services are designed to assist individuals and families who are low income, including children and seniors. Services provided have a focus on poverty reduction in local communities and the state.

Some services provided may be 'stop-gap' measures that are used in instances when an individual or family does not financially qualify for public assistance. The household may be in need of temporary assistance in order get through a particular crisis, such as, but not limited to: heating season, or a temporary emergency that would otherwise result in the individual or family requiring other public assistance.

These vendors administer a variety of programs including, but not limited to:

- Fuel and utility assistance;
- Neighbor Helping Neighbor programs;
- Rental assistance, security deposits and senior housing;
- Senior Community Service Employment Programs;
- Head Start;
- Supplemental Foods;
- Women, Infants and Children (WIC); and
- Weatherization.

In addition to the services provided to individuals, the vendors must provide an annual community action plan to the Department that describes the agency's delivery system; linkages to fill identified gaps; and coordination with other public and private resources. The vendors also conduct an annual community needs assessment. The Community Services Block Grant is administered by a tripartite board that participates in the development, planning, implementation and evaluation of the agency and its programs.

The amount of funding provided to each community program is calculated using a formula that is based on poverty demographics available from the US Census Bureau. According to the Community Services Block Grant State Plan, these funds are to be used primarily for the provision of assistance to individuals and families whose incomes are at or below the 125th percentile of the poverty level.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, may be limited. Limiting funds at the community level will directly, and negatively, impact the citizens of New Hampshire. With the rising cost of essentials, such as heat and food, the federal funding for community programs is necessary in order to deliver the assistance needed to eligible citizens statewide.

Area served: Statewide

Source of Funds: 100% Federal Funds, Catalog of Federal Domestic Assistance (CFDA) #93.569, U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Community Services Block Grant, FAIN #G-19B1NHCOSR.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET

Community Action Partnership of Strafford County (Vendor Code 177200-B004)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 317,530		$ 317,530
2020	102-500731	Contracts for Program	45012170	$ 96,528	$ 312,786	$ 409,314
2021	102-500731	Contracts for Program	TBD		$ 409,464	$ 409,464
2022	102-500731	Contracts for Program	TBD		$ 409,464	$ 409,464
2023	102-500731	Contracts for Program	TBD		$ 96,978	$ 96,978
			Sub-Total	*$ 414,058*	*$ 1,228,692*	*$ 1,642,750*

Community Action Programs Belknap and Merrimack Counties (Vendor Code 177203-B003)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 421,592		$ 421,592
2020	102-500731	Contracts for Program	45012170	$ 115,500	$ 373,901	$ 489,401
2021	102-500731	Contracts for Program	TBD		$ 489,938	$ 489,938
2022	102-500731	Contracts for Program	TBD		$ 489,938	$ 489,938
2023	102-500731	Contracts for Program	TBD		$ 116,037	$ 116,037
			Sub-Total	*$ 537,092*	*$ 1,469,814*	*$ 2,006,906*

Southern NH Services (Vendor Code 177198-B006)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 1,906,268		$ 1,906,268
2020	102-500731	Contracts for Program	45012170	$ 362,211	$ 1,502,562	$ 1,864,773
2021	102-500731	Contracts for Program	TBD		$ 1,866,462	$ 1,866,462
2022	102-500731	Contracts for Program	TBD		$ 1,866,462	$ 1,866,462
2023	102-500731	Contracts for Program	TBD		$ 363,900	$ 363,900
			Sub-Total	*$ 2,268,479*	*$ 5,599,386*	*$ 7,867,865*

Southwestern Community Services Vendor Code 177511-R001)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 326,688		$ 326,688
2020	102-500731	Contracts for Program	45012170	$ 101,460	$ 328,449	$ 429,909
2021	102-500731	Contracts for Program	TBD		$ 430,380	$ 430,380
2022	102-500731	Contracts for Program	TBD		$ 430,380	$ 430,380
2023	102-500731	Contracts for Program	TBD		$ 101,931	$ 101,931
			Sub-Total	*$ 428,148*	*$ 1,291,140*	*$ 1,719,288*

Tri-County Community Action Program (Vendor Code 177195-B009)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 615,318		$ 615,318
2020	102-500731	Contracts for Program	45012170	$ 160,044	$ 518,102	$ 678,146
2021	102-500731	Contracts for Program	TBD		$ 678,893	$ 678,893
2022	102-500731	Contracts for Program	TBD		$ 678,893	$ 678,893
2023	102-500731	Contracts for Program	TBD		$ 160,791	$ 160,791
			Sub-Total	*$ 775,362*	*$ 2,036,679*	*$ 2,812,041*
			Grand Total	$ 4,423,139	$ 11,625,711	$ 16,048,850

05-095-045-450010-71480000-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, CSBG

Vendor	Vendor Code	Address	Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Dover, NH 03835	$ 317,530
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$ 421,592
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$ 1,906,268
Southwestern Community Services	177511-R001	63 Community Way Keene, NH 03431	$ 326,688
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03570	$ 615,318
		Subtotal:	*$ 3,587,396*

05-095-042-423010-80040000-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, CSBG

Vendor	Vendor Code	Address	Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Dover, NH 03835	$ 1,325,220
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$ 1,585,314
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$ 5,961,597
Southwestern Community Services	177511-R001	63 Community Way Keene, NH 03431	$ 1,392,600
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03570	$ 2,196,723
		Subtotal:	*$ 12,461,454*
		TOTAL	$ 16,048,850

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Community Services Block Grant (CSBG) Contract

This 1st Amendment to the Community Services Block Grant contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Partnership of Strafford County, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 577 Central Avenue, Suite 10, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 20, 2019, (Item #23), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, 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 services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; 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:

   September 30, 2022.

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

   $1,642,750.

3. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety and replace with Exhibit B - Amendment #1, Method and Conditions Precedent to Payment.

4. Delete Exhibit K, DHHS Information Security Requirements, V4. Last update 04.04.2018, in its entirety and replace with Exhibit K, DHHS Information Security Requirements, V5. Last update 10/09/18.

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

8/29/19
Date

Name: Christine Santaniello
Title: Director, DEHS

Community Action Partnership of Strafford County

8/28/19
Date

Name: Betsey Andrews Parker
Title: CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Strafford on August 28, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Kathleen E. Morrison
Signature of Notary Public or Justice of the Peace

Kathleen E. Morrison,
Name and Title of Notary or Justice of the Peace

My Commission Expires: August 5th 2020

New Hampshire Department of Health and Human Services
Community Services Block Grant (CSBG)

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

OFFICE OF THE ATTORNEY GENERAL

9/3/19
Date

Name: Nancy J. Smith
Title: Sr. Asst. Atty. General

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Exhibit B – Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% federal funds from the Catalog of Federal Domestic Assistance, CFDA #93.569, Community Services Block Grant, Department of Health and Human Services, Administration for Children and Families.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. The Contractor may request, in writing, an annual advance payment of no more than one-twelfth (1/12) of the total amount allocated for each contract year.
5. Payment for said services shall be made monthly as follows:
   - 5.1. Payment shall be made for actual expenditures incurred in the fulfillment of this Agreement.
   - 5.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   - 5.3. Invoices must be completed, signed, dated and returned to the Department in order to initiate payment.
   - 5.4. 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.
   - 5.5. Invoices must be submitted electronically to:

     CSBG Coordinator
     Department of Health and Human Services
     Bureau of Housing Supports
     Housingsupportsinvoices@dhhs.nh.gov

   - 5.6. The Contractor shall utilize a form as approved by the Department to reconcile any unpaid, qualified operations and staffing expenses related to the provision of the Exhibit A, Scope of Services.
   - 5.7. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7, Completion Date.

6. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between state fiscal years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
9. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B, Method and Conditions Precedent to Payment.

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

23 02.20.19 Mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

Jeffrey A. Meyers
Commissioner

Mark F. Jewell
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

January 8, 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, Office of Human Services, Division of Economic and Housing Stability, to enter into sole source agreements, with the vendors listed below, for the provision of community based services and anti-poverty programs through the Community Services Block Grant, in an amount not to exceed $4,423,139, effective upon Governor and Executive Council approval through September 30, 2019. 100% Federal Funds.

Funds to support this request are available in State Fiscal Years 2019 and 2020, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-095-045-450010-71480000-102-500731-45012170. HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, CSBG

Vendor	Vendor Code	Address	Grant Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Dover, NH 03835	$317,530
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$421,592
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$1,906,268
Southwestern Community Services	177511-R001	63 Community Way Keene, NH 03431	$326,688
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03670	$615,318
		Subtotal:	$3,587,396

05-095-042-423010-80040000-102-500731. HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, CSBG

Vendor	Vendor Code	Address	Grant Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Dover, NH 03835	$96,528
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$115,500
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$362,211
Southwestern Community Services	177511-R001	63 Community Way Keene, NH 03431	$101,460
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03670	$160,044
		Subtotal:	*$835,743*
		TOTAL:	$4,423,139

SEE ATTACHED FISCAL DETAILS

EXPLANATION

These agreements are sole source because the five (5) Community Action Agencies are the only entities eligible to receive Community Services Block Grant funding in accordance with Public Law 105 – 285–October 27, 1998 – Community Opportunities, Accountability, and Training and Educational Services Act of 1998.

The purpose of this request is to provide funding to community programs at the local level to ensure eligible participants receive community based services that include, but are not limited to; health, food and financial assistance, employment services, financial planning, and other necessary services. These services allow individuals and families to receive the assistance needed in order to meet their basic needs.

The vendors provide services to individuals at the local level that will assist them to become or remain financially and socially independent. Services provided have a major impact on poverty in the community. Activities and services are designed to assist low income participants, including the elderly poor.

As referenced in the Exhibit C-1, paragraph 3, of this contract, this Agreement has the option to extend for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Some services provided may be 'stop gap' measures that are used in instances when an individual or family does not financially qualify for government assistance. The household may be in need of temporary assistance in order get through a heating season or a temporary emergency that would otherwise result in the individual or family becoming eligible for full government assistance.

These vendors administer a variety of programs including, but not limited to:

- Fuel assistance.
- Utility assistance.
- Neighbor Helping Neighbor programs.

- Rental assistance.
- Security deposits.
- Senior Community Service Employment Programs.
- Head Start.
- Supplemental Foods Women, Infants and Children (WIC).
- Weatherization.
- Senior Housing.

In addition to the services provided to individuals, the vendors must provide an annual community action plan to the Department that describes the agency's delivery system; linkages to fill identified gaps; and coordination with other public and private resources. The vendors also conduct an annual community needs assessment. The Community Services Block Grant is administered by a tripartite board that participates in the development, planning, implantation and evaluation of the agency and its programs.

The amount of funding provided to each community program is calculated using a formula that is based on poverty demographics available from the US Census Bureau. According to the Community Services Block Grant State Plan, these funds are to be used primarily for the provision of assistance to individuals and families whose incomes are at or below the 125th percentile of the poverty level.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, may be limited. Limiting funds at the community level will directly, and negatively, impact the citizens of New Hampshire. With heating and food costs rising on a daily basis, the federal funding for community programs is needed in order to deliver the assistance needed to eligible citizens, statewide.

Area served: Statewide

Source of Funds: 100% Federal Funds, Catalog of Federal Domestic Assistance (CFDA) #93.569 Agency: Department of Health and Human Services; Office: Administration for Children and Families; Office of Community Services, Community Services Block Grant.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

FISCAL DETAILS

Community Action Partnership of Strafford County (Vendor Code 177200-B004)

SFY	Class/Object	Class Title	Activity Code	Amount
2019	102-500731	Contracts for Program	45012170	$317,530
2020	102-500731	Contracts for Program	45012170	$96,528
			Sub-total	$414,058

Community Action Programs Belknap and Merrimack Counties (Vendor Code 177203-B003)

SFY	Class/Object	Class Title	Activity Code	Amount
2019	102-500731	Contracts for Program	45012170	$421,592
2020	102-500731	Contracts for Program	45012170	$115,500
			Sub-total	$537,092

Southern NH Services (Vendor Code 177198-B006)

SFY	Class/Object	Class Title	Activity Code	Amount
2019	102-500731	Contracts for Program	45012170	$1,906,268
2020	102-500731	Contracts for Program	45012170	$362,211
			Sub-total	$2,268,479

Southwestern Community Services (Vendor Code 177511-R001)

SFY	Class/Object	Class Title	Activity Code	Amount
2019	102-500731	Contracts for Program	45012170	$326,688
2020	102-500731	Contracts for Program	45012170	$101,460
			Sub-total	$428,148

Tri-County Community Action Program (Vendor Code 177195-B009)

SFY	Class/Object	Class Title	Activity	Amount
2019	102-500731	Contracts for Program	45012170	$615,318
2020	102-500731	Contracts for Program	45012170	$160,044
			Sub-total	$775,362
			Grand Total	$4,423,139

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

Subject: Community Services Block Grant (CSBGVSS-2019-BHS-02-COMMU-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 Community Action Partnership of Strafford County		1.4 Contractor Address 577 Central Avenue Suite 10 Dover, NH 03820	
1.5 Contractor Phone Number 603-435-2500	1.6 Account Number 05-095-045-450010-71480000-102-500731-45012170	1.7 Completion Date September 30, 2019	1.8 Price Limitation $414,058.
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Elizabeth Andrews Parker		1.12 Name and Title of Contractor Signatory Betsey Andrews Parker, CEO	

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

Kaaleen E. Morrison

1.13.2 Name and Title of Notary or Justice of the Peace

Kaaleen E. Morrison, Notary

1.14 State Agency Signature Date: 1.16.19		1.15 Name and Title of State Agency Signatory Jeffrey A. Meyers	

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: Megan Yelder Kenny On: 1/22/19

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Date 1/2/19

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. In accordance with the provisions of The Community Services Block Grant Act (42 U.S.C. et seq) as amended by Public Law 105-285 of October 27, 1998; also known as the Community Opportunities Accountability, Training and Educational Act of 1998 or the Coats Human Services Reauthorization Act of 1998; and any amendments thereto, the Contractor agrees to deliver Community Services to low-income individuals at or below 125 percent of the poverty income guidelines.

1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

1.5. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Services

2.1. The Contractor shall remain a designated Community Services Block Grant (CSBG) entity by conforming to the requirements of the Acts referred to in Section 1 and any amendments thereto, which includes but is not limited to:

2.1.1. Providing an annual community action plan, which shall describe:

2.1.1.1. The service delivery system;

2.1.1.2. Linkages to fill identified gaps; and

2.1.1.3. Coordination with other public and private resources, and innovative initiatives.

2.1.2. Providing of an annual community needs assessment;

2.1.3. Providing of an independent annual "Single Audit Act" audit;

2.1.4. Participating in an annual performance measure system via the Annual Report;

2.1.5. Participating in the Organizational Performance Standards;

2.1.6. Administering CSBG through a tripartite board that participates in the development, planning, implementation, and evaluation of the program;

2.1.7. Ensuring that cost and accounting standards of the Office of Management and Budget are in effect; and

2.1.8. Informing custodial parents in single-parent families about child support services and refer eligible parents to child support offices.

2.2. The Contractor shall provide, on an emergency basis, services to counteract conditions of starvation and malnutrition.

2.3. The Contractor shall coordinate, establish linkages and form partnerships with governmental as well as other social services and antipoverty programs.

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with funds from the Catalog of Federal Domestic Assistance, CFDA #93.569, Community Services Block Grant, Department of Health and Human Services, Administration for Children and Families.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement.
   - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   - 4.3. Invoices must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
   - 4.4. 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.
   - 4.5. Invoices must be submitted to:

     CSBG Coordinator
     Department of Health and Human Services
     Bureau of Housing Supports
     129 Pleasant Street
     Concord, NH 03301
   - 4.6. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

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 Contractor's 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 GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, 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.

2. Subparagraph 10 of the General Provisions of this contract, 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.

3. Renewal:
   The Department reserves the right to extend this Agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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.

Contractor Name: Community Action Partnership of Strafford County

1/2/19
Date

Name: Betsey Andrews Parker
Title: CEO

CERTIFICATION REGARDING LOBBYING

The Contractor 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.

Contractor Name:

1/2/19
Date

Name: Betsey Andrews Parker
Title: CEO

Contractor Initials EAP
Date 1/2/19

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

1/2/19
Date

Name: Betsey Andrews Parker
Title: CEO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Name:

1/2/19
Date

Name: Betsey Andrews Parker
Title: CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

1/2/19
Date

Name: Betsey Andrews Parker
Title: CEO

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

Department of Health and Human Services	Community Action Partnership of Strafford County
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Jeffrey A. Meyers	Betsey Andrews Parker
Name of Authorized Representative	Name of Authorized Representative
Commissioner	CEO
Title of Authorized Representative	Title of Authorized Representative
1.16.19	1/2/19
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 Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

1/2/19
Date

Name: Betsey Andrews Parker
Title: CEO

FORM A

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

1. The DUNS number for your entity is: 099356586

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

   _____ 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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 20, 2019, Item #23 as amended on September 18, 2019, Item #16, and as amended and approved by the Governor on June 29, 2020 and presented to the Executive Council on August 5, 2020, (informational Item H1) and approved by the Governor on May 6, 2021 and presented to the Executive Council on June 2, 2021, (informational Item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

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

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

   $3,177,007

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 retroactive to October 1, 2022, 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

12/5/2022
Date

DocuSigned by:
Karen Hebert
628C0C8318A410...
Karen Hebert
Division Director

Community Action Program Belknap and Merrimack Counties, Inc.

12/5/2022
Date

DocuSigned by:
Jeanne Agri
DC87194314E5...
Name: Jeanne Agri
Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

12/6/2022
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: BA3DA327-B0B7-45E9-8FA8-34C31449CB76

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: **63021**

Certificate Number: **0005774597**

IN TESTIMONY WHEREOF,

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

David M. Scanlan

Secretary of State

DocuSign Envelope ID: BA3DA327-B0B7-45E9-8FA8-34C31449CB76

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

CERTIFICATE OF AUTHORITY

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

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

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

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

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

Dated: 11/17/2022 Signature of Elected Officer Dennis Martino

Name: Dennis Martino
Title: President, Board of Directors

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

Mailing Address P.O. Box 1016, Concord, NH 03302 **Administrative Office** 2 Industrial Park Drive, Concord, NH
Phone: 603 225-3295 | 1 800 856-5525 TTY/TDD 1 800 735-2964 **Fax:** 603 228-1898
Website: capbm.org

DocuSign Envelope ID: BA3DA327-B0B7-45E9-8FA8-34C31449CB76

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

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

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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COMMUNITY ACTION PROGRAM

BELKNAP-MERRIMACK COUNTIES, INC.
EMPOWERING COMMUNITIES SINCE 1965

The **Vision** of

Community Action Program Belknap-Merrimack Counties Inc.

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

The **Mission** of

Community Action Program Belknap-Merrimack Counties, Inc.

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

The **Values** of

Community Action Program Belknap-Merrimack Counties, Inc.

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

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

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

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

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

The **Promise** of Community Action

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

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

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Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

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COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

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

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

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

INDEPENDENT AUDITORS' REPORT

Report on the Audit of the Financial Statements

Opinion

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

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of Community Action Program of Belknap-Merrimack Counties, Inc. as of February 28, 2022 and 2021, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Community Action Program of Belknap-Merrimack Counties, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

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

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Auditors' Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Community Action Program of Belknap-Merrimack Counties, Inc.'s ability to continue as a going concern for a reasonable period of time.

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

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Supplementary Information

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 8, 2022, on our consideration of Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program of Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
September 8, 2022

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2022 AND 2021

ASSETS

	2022	2021
CURRENT ASSETS		
Cash	$ 1,384,485	$ 899,766
Accounts receivable	5,244,621	3,762,809
Inventory	271,926	55,895
Prepaid expenses	33,928	73,709
Investments	138,793	127,996
Total current assets	7,073,753	4,920,175
PROPERTY		
Land, buildings and improvements	7,368,799	7,146,516
Equipment, furniture and vehicles	6,335,485	6,117,020
Construction in process	41,401	18,126
Total property	13,745,685	13,281,662
Less accumulated depreciation	7,528,363	7,639,290
Property, net	6,217,322	5,642,372
OTHER ASSETS		
Cash escrow and reserve funds	89,468	65,437
Tenant security deposits	9,120	6,881
Due from related party	65,488	-
Total other assets	164,076	72,318
TOTAL ASSETS	$ 13,455,151	$ 10,634,865

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of notes payable	$ 314,265	$ 213,444
Line of credit	154,350	380,028
Accounts payable	3,635,655	1,525,832
Accrued expenses	1,086,207	788,951
Refundable advances	1,537,802	1,036,941
Total current liabilities	6,728,279	3,945,196
LONG TERM LIABILITIES		
Paycheck Protection Program loan	280,439	1,935,300
Notes payable, less current portion shown above	620,050	939,697
Tenant security deposits	9,120	6,881
Total liabilities	7,637,888	6,827,074
NET ASSETS		
Without donor restrictions	5,179,734	2,758,959
With donor restrictions	637,529	1,048,832
Total net assets	5,817,263	3,807,791
TOTAL LIABILITIES AND NET ASSETS	$ 13,455,151	$ 10,634,865

See Notes to Consolidated Financial Statements

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2022

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

See Notes to Consolidated Financial Statements

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

	Without Donor Restrictions	With Donor Restrictions	Total
REVENUES AND OTHER SUPPORT			
Grant awards	$ 20,625,325	$ -	$ 20,625,325
Rental Income	123,657	-	123,657
Other funds	2,375,403	3,733,525	6,108,928
In-kind	490,035	-	490,035
United Way	5,297	-	5,297
Interest Income	383	-	383
Realized gain on sale of equipment	3,500	-	3,500
Total revenues and other support	23,623,600	3,733,525	27,357,125
NET ASSETS RELEASED FROM RESTRICTIONS	3,047,507	(3,047,507)	-
Total	26,671,107	686,018	27,357,125
EXPENSES			
Program	26,194,346	-	26,194,346
Management	1,274,501	-	1,274,501
Total expenses	27,468,847	-	27,468,847
CHANGE IN NET ASSETS BEFORE GAIN ON INVESTMENT IN LIMITED PARTNERSHIP	(797,740)	686,018	(111,722)
GAIN ON INVESTMENT IN LIMITED PARTNERSHIP	64,397	-	64,397
CHANGE IN NET ASSETS	(733,343)	686,018	(47,325)
NET ASSETS, BEGINNING OF YEAR	2,992,894	362,814	3,355,708
NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIP	499,408	-	499,408
NET ASSETS, END OF YEAR	$ 2,758,959	$ 1,048,832	$ 3,807,791

See Notes to Consolidated Financial Statements

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 28, 2022

	Program	Management	Total
Salaries and wages	$ 7,961,177	$ 1,180,579	$ 9,141,756
Payroll taxes and benefits	2,296,690	228,375	2,525,065
Travel	194,343	9,648	203,991
Occupancy	1,267,982	114,418	1,382,400
Program services	25,639,659	-	25,639,659
Other costs:			
Accounting fees	-	74,855	74,855
Legal fees	15,361	152	15,513
Supplies	159,844	44,534	204,378
Postage and shipping	49,860	8,731	58,591
Equipment rental and maintenance	1,141	-	1,141
Printing and publications	28,133	27,696	55,829
Conferences, conventions and meetings	13,964	-	13,964
Interest	29,187	26,841	56,028
Insurance	124,730	43,856	168,586
Membership fees	16,276	-	16,276
Utility and maintenance	88,702	104,142	192,844
Computer services	111,990	-	111,990
Other	926,679	53,611	980,290
Depreciation	566,151	-	566,151
In-kind	692,982	-	692,982
Total functional expenses	$ 40,084,851	$ 1,917,438	$ 42,002,289

See Notes to Consolidated Financial Statements

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

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

See Notes to Consolidated Financial Statements

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021

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

See Notes to Consolidated Financial Statements

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED FEBRUARY 28, 2022 AND 2021

	2022	2021
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	$ 56,028	$ 62,533
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Transfer of assets from newly consolidated LP:		
Accounts receivable	$ -	$ 2,496
Prepaid expenses	-	10,827
Property, net	-	980,089
Security deposits	-	8,132
Total transfer of assets from newly consolidated LP	$ -	$ 1,001,544
Transfer of liabilities from newly consolidated LP:		
Accounts payable	$ -	$ 8,825
Accrued expenses	-	7,062
Security deposits	-	8,132
Note payable	-	336,311
Total transfer of liabilities from newly consolidated LP	$ -	$ 360,330
Total transfer of partners' capital from newly consolidated LP	$ -	$ 499,408
Partnership capital previously recorded as investment in related parties	-	203,838
Total transfer of partners' capital from newly consolidated LP	$ -	$ 703,246

See Notes to Consolidated Financial Statements

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

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

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

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

Principles of Consolidation

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

- Sandy Ledge Limited Partnership
- CAP BMC Development Corporation

Basis of Accounting

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

Basis of Presentation

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

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

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

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

The Organization had net assets with donor restrictions of $637,529 and $1,048,832 at February 28, 2022 and 2021, respectively. See **Note 14.**

Income Taxes

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

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

CAP BMC Development Corporation (the Corporation) is taxed as a "C" Corporation under the Internal Revenue Code. The Corporation accounts for deferred income taxes under the asset and liability method in accordance with Accounting Standards Codification No. 740 (ASC 740), "*Accounting for Income Taxes*". The objective of this method is to establish deferred tax assets and liabilities for temporary differences between the financial reporting basis and the tax basis of the Company's assets and liabilities at the enacted tax rate expected to be in effect when such amounts are realized or settled. ASC 740 also requires deferred tax assets and liabilities to be shown separately. There are no deferred tax assets or liabilities. The Corporation has no federal net operating loss carryforwards available at February 28, 2022 and 2021.

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

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

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Property

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

Buildings and improvements	40 years
Equipment, furniture and vehicles	3 - 10 years

Use of Estimates

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

Cash and Cash Equivalents

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

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

Contributed Services

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

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

In-Kind Donations / Noncash Transactions

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying consolidated financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received $592,136 and $490,035 in donated facilities, services and supplies for the years ended February 28, 2022 and February 28, 2021, respectively, as follows:

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The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be $18,731 and $18,937 for the years ended February 28, 2022 and February 28, 2021, respectively.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be $573,405 and $471,098 for the years ended February 28, 2022 and 2021, respectively.

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

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

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

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

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

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Functional Allocation of Expenses

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

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

2. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of February 28, 2022 and 2021:

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

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

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3. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 28, 2022 and 2021. The Organization has no policy for charging interest on overdue accounts.

4. REFUNDABLE ADVANCES

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated $1,537,802 and $1,036,941 as of February 28, 2022 and 2021, respectively.

5. RETIREMENT PLAN

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 28, 2022 and 2021 totaled $186,976 and $193,103, respectively.

6. LEASED FACILITIES

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to twenty years. For the year ended February 28, 2022 and 2021, the annual lease expense for the leased facilities was $544,299 and $542,317, respectively.

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

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

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7. ACCRUED EARNED TIME

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of $660,158 and $415,580 at February 28, 2022 and 2021, respectively.

8. BANK LINE OF CREDIT

The Organization has a $200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (3.25% and 4.75% at February 28, 2022 and 2021, respectively) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was a balance of $154,350 outstanding at February 28, 2022. There was no balance outstanding at February 28, 2021.

The Organization has an additional revolving line of credit agreement (the line) in the amount of $400,000, with a bank that is due on demand. The line calls for monthly variable interest payments based on the LIBOR rate (2.41% and 2.62% at February 28, 2022 and 2021, respectively). The line is secured by all the Organization's assets. There was no balance outstanding at February 28, 2022. There was a balance of $380,028 outstanding at February 28, 2021.

9. CONCENTRATION OF RISK

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

10. LONG TERM DEBT

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

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

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	2022	2021
5.75% note payable to a financial institution in monthly installments for principal and interest of $13,912 through July 2023. The note is secured by property of the Organization for Lakes Region Family Center.	219,279	375,827
3.00% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of $747 through May 2027. The note is secured by property of the Organization for the agency administrative building renovations.	42,958	50,507
7.00% note payable to a bank in monthly installments for principal and interest of $4,842 through May 2023. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start.	116,572	164,553
1.00% Paycheck Protection Program loan payable to a bank in monthly installments for principal and interest of $7,511 through April 2025. $1,615,427 of the proceeds received was forgiven during the year ended February 28, 2022. (See **Note 11**).	280,439	1,935,300
Non-interest bearing note payable by Sandy Ledge Limited Partnership to New Hampshire Housing deferred until June 1, 2034 or until the project is sold or refinanced or surplus cash is available. The note is collateralized by a mortgage on real estate.	343,081	343,081
Total long-term debt before unamortized deferred financing cost	1,220,557	3,094,727
Unamortized deferred financing costs	(5,803)	(6,286)
	1,214,754	3,088,441
Less amounts due within one year	314,265	213,444
Long term portion	$ 900,489	$ 2,874,997

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

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

11. PAYCHECK PROTECTION PROGRAM

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

On September 14, 2021, the Organization received partial forgiveness in the amount of $1,615,427. The forgiven proceeds are included in income for the year ended February 28, 2022. The remaining $312,873 has been converted to a loan, due in 44 monthly payments of principal and interest at a rate of 1%. The loan will mature in April 2025. The outstanding balance on the PPP loan at February 28, 2022 is $280,439. (See Note 10).

12. PROPERTY AND EQUIPMENT

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

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

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

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13. CONTINGENCIES

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 28, 2022.

14. NET ASSETS WITH DONOR RESTRICTIONS

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

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

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15. RELATED PARTY TRANSACTIONS

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

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

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

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

16. FAIR VALUE OF FINANCIAL INSTRUMENTS

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money, relating to its Fix-it program in certain mutual funds. The fair value of the mutual funds totaled $138,793 and $126,996 at February 28, 2022 and 2021, respectively.

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

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

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

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

At February 28, 2022 and 2021, the Organization's investments were classified as Level 1 and were based on fair value.

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

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

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

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

17. OTHER MATTERS

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

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18. TRANSFER OF PARTNERSHIP INTEREST

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

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

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

19. RECLASSIFICATION

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

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20. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the consolidated statement of financial position date, but before the consolidated financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the consolidated statement of financial position date, including the estimates inherent in the process of preparing consolidated financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the consolidated statement of financial position date, but arose after that date. Management has evaluated subsequent events through September 8, 2022, the date the consolidated financial statements were available to be issued.

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SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

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COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED FEBRUARY 28, 2022

FEDERAL GRANTOR/ PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS THROUGH GRANTOR'S NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
US DEPARTMENT OF HEALTH AND HUMAN SERVICES					
HEAD START CLUSTER					
Head Start	93.600		01CH2052-03-01	$ 4,920,814	
CRSSA - Head Start	93.600		01HET000622	14,655	
ARPA - Head Start	93.600			70,508	
			CLUSTER TOTAL	5,005,977	
Low Income Home Energy Assistance Program	93.568	State of New Hampshire	02-52-52-520010-18870000	2,517,838	
CV-Low Income Home Energy Assistance Program	93.568	State of New Hampshire	02-52-52-520010-24490000	2,923,900	
Low Income Home Energy Assistance Program-WX	93.568	State of New Hampshire	02-02-024010-77050000-500587	248,488	
			TOTAL	5,690,226	
Community Services Block Grant	93.569	State of New Hampshire	05-095-045-450010-7148	538,251	
CV-Community Services Block Grant	93.569	State of New Hampshire	05-095-045-450010-7148	30,897	
			TOTAL	569,148	
Social Services Block Grant-Home Delivered & Congregate Meals	93.667	State of New Hampshire	05-95-48-481010-8255	288,050	
Social Services Block Grant-Service Link	93.667	State of New Hampshire	2001NHSOSR	6,598	
			TOTAL	294,648	
Temporary Assistance for Needy Families-Family Planning	93.558	State of New Hampshire	1502NHTANF	997	
Temporary Assistance for Needy Families-Workplace Success	93.558	Southern New Hampshire Services	05-95-45-450010-81270000	19,522	
			TOTAL	20,519	
AGING CLUSTER					
Title III, Part B-Senior Transportation	93.044	State of New Hampshire	17SSNHT3SS	124,374	
Title III, Part C-Home Delivered Meals-HDC5	93.045	State of New Hampshire		9,016	
Title III, Part C-Home Delivered Meals	93.045	State of New Hampshire	17AANHT3HD	494,672	
CV-Title III, Part C-Home Delivered Meals	93.045	State of New Hampshire	17AANHT3HD	15,030	
NSIP	93.053	State of New Hampshire	1056477	170,034	
			CLUSTER TOTAL	813,126	
CHILD CARE AND DEVELOPMENT FUND CLUSTER					
Child Care & Development Block Grant	93.575	State of New Hampshire	NONE PROVIDED	403,542	
Child Care Mandatory & Matching Funds of the CCDF	93.596	State of New Hampshire	NONE PROVIDED	59,544	
			CLUSTER TOTAL	463,086	
MEDICAID CLUSTER					
Medical Assistance Program	93.778	State of New Hampshire	90NWPG0008-01-00	72,515	
Medical Assistance Program - Veterans	93.778	Gateways Community Services		32,433	
			CLUSTER TOTAL	104,948	
Family Planning - Services	93.217	State of New Hampshire	FPHPPA016063	56,537	
Maternal, Infant, & Early Childhood Home Visiting Program	93.870	State of New Hampshire	X10MC33595	69,527	
National Family Caregiver Support: Title III, Part E-Service Link	93.052	State of New Hampshire	2001NH0AFC-02	32,045	
Special Programs for Aging, Title IV-Service Link	93.048	State of New Hampshire	90MP024102	28,202	
State Health Insurance Assistance Program	93.324	State of New Hampshire	90SA0003-02-00	31,988	
Medicare Enrollment Assistance Program	93.071	State of New Hampshire	2001NHMISH-00	10,707	
			HHS TOTAL	$ 13,190,884	
US DEPARTMENT OF AGRICULTURE					
Special Suppl. Nutrition Program for Women, Infants & Children	10.557	State of New Hampshire	15154NH703W1003 & 5003	$ 612,057	
Senior Farmers Market	10.576	State of New Hampshire	15154NH083Y8303	73,124	
Child & Adult Care Food Program	10.558	State of New Hampshire	NONE PROVIDED	180,323	
CHILD NUTRITION CLUSTER					
Summer Food Service Program For Children	10.559	State of New Hampshire	NONE PROVIDED	148,179	

See Notes to Schedule of Expenditures of Federal Awards

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Continued

FEDERAL GRANTOR/ PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS THROUGH GRANTOR'S NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
FOOD DISTRIBUTION CLUSTER					
Commodity Supplemental Food Program	10.565	State of New Hampshire	15154NH814Y8005	$ 1,219,051	$ 1,003,133
Emergency Food Assistance Program-Administration	10.568	State of New Hampshire	81750000	455,233	77,933
Emergency Food Assistance Program	10.569	State of New Hampshire	81750000	5,668,212	5,668,212
			CLUSTER TOTAL	7,342,496	$ 6,749,278
			USDA TOTAL	$ 8,356,179	$ 6,749,278
CORPORATION FOR NATIONAL & COMMUNITY SERVICES					
FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER					
Senior Companion Program	94.016		16SCANH001	$ 384,450	
			CNCS TOTAL	$ 384,450	
US DEPARTMENT OF TRANSPORTATION					
Formula Grants for Rural Areas-Concord Transit	20.509	State of New Hampshire-Department of Transportation	NH-18-X046	$ 1,236,484	
Formula Grants for Rural Areas	20.509	State of New Hampshire-Department of Transportation	3 Buses	432,046	
			TOTAL	1,668,530	
TRANSIT SERVICES PROGRAMS CLUSTER					
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT	20.513	State of New Hampshire-Department of Transportation	NH-18-X043	154,056	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20.513	State of New Hampshire-Department of Transportation	NH-18-X043	20,407	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20.513	State of New Hampshire-Department of Transportation	NH-65-X001	64,128	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Drivers	20.513	Merrimack County	NH-65-X001	844	
Enhanced Mobility of Seniors & Ind. W/Disabilities	20.513	State of New Hampshire-Department of Transportation	3 Buses	222,165	
			CLUSTER TOTAL	461,600	
FEDERAL TRANSIT CLUSTER					
Bus and Bus Facilities Formula & Discretionary Programs	20.526	State of New Hampshire-Department of Transportation	2 Buses	160,416	
			DOT TOTAL	$ 2,290,546	
US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					
Emergency Solutions Grant	14.231	State of New Hampshire	05-95-42-423010-7927	$ 21,586	
CV-Emergency Solutions Grant	14.231	State of New Hampshire	05-95-42-423010-7927	430,021	
			TOTAL	451,607	
CV-CDBG State's Program & Non-Entitlement Grants in Hawaii	14.228	CDFA	20-007-CDPS-CV3-CVPS	20,861	
Supportive Housing	14.235	State of New Hampshire	05-95-42-423010-7927-102-500731	142,106	
Continuum of Care Program	14.267	State of New Hampshire	05-95-42-423010-7927-102-500731	34,947	
			HUD TOTAL	$ 649,521	
US DEPARTMENT OF ENERGY					
Weatherization Assistance for Low Income Persons	81.042	State of New Hampshire	01-02-02-024010-77060000	$ 269,908	
			DOE TOTAL	$ 269,908	
US DEPARTMENT OF LABOR					
Senior Community Service Employment Program	17.235	State of New Hampshire	03-22-22-330510-1453000	$ 367,195	
			DOL TOTAL	$ 367,195	
U.S. DEPARTMENT OF THE TREASURY					
Coronavirus Relief Fund	21.019	State of New Hampshire	SS-2021-BHS-03-HOUSI-02	$ 24,205	
Emergency Rental Assistance Program	21.023	Governor's Office for Emergency Relief & Recovery		15,252,459	
			US TREASURY TOTAL	$ 15,276,664	
			TOTAL	$ 40,785,147	$ 6,749,278

See Notes to the Schedule of Expenditures of Federal Awards

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COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Community Action Program Belknap-Merrimack Counties, Inc. under programs of the federal government for the year ended February 28, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE 3 INDIRECT COST RATE

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

NOTE 4 FOOD COMMODITIES AND VEHICLES

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

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

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing, Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 28, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated September 8, 2022.

Report on Internal Control Over Financial Reporting

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

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during

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our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

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

Purpose of this Report

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

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
September 8, 2022

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

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

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2022. Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

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

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Responsibilities of Management for Compliance

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

Auditors' Responsibilities for the Audit of Compliance

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

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

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Report on Internal Control Over Compliance

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

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

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

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

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
September 8, 2022

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COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

SUMMARY OF AUDITORS' RESULTS

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

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

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

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

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

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

7. The programs tested as major programs include:
   U.S. Department of Health and Human Services, Aging Cluster 93.044, 93.045 and 93.053; U.S. Department of Transportation, Formula Grants for Rural Areas, 20.509; U.S. Department of the Treasury, Emergency Rental Assistance Program, 21.023.

8. The threshold for distinguishing Type A and B programs was $1,223,554.

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

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

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COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

MATERIAL WEAKNESS

2021-001

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

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

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

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Effective 11/04/2022

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

BOARD OF DIRECTORS

Dennis T. Martino, *President*
Board member since: 2/24/2005

Chris Pyles, *Vice President*
Board member since: 1/14/2021

Safiya Wazir, *Treasurer*
Board member since: 11/2/2016

A. Bruce Carri, *Secretary/Clerk*
Board member since: 3/12/2020

Heather Brown
Board member since: 1/15/2009

Ashley Reed
HS Policy Council Chairperson
Board member since: 5/12/2022

Tracy Vergason
Board member since: 5/12/2022

Sara A. Lewko
Human Resources Director Merrimack County Commissioners
Board member since: 2/21/2001

David Siff, Esq.
Board member since: 10/2/2013

David Croft, Sheriff
Merrimack County
Board member since: 5/13/2021

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

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Jill Lesmerises

Profile

Experienced and self-motivated Accounting Professional bringing forth over 30 years of valuable progressive non-profit experience. Looking for an opportunity to use my non-profit experience to help guide an organization. Areas of experience range from cash management, bank reconciliations, accounts receivable, fixed assets, accounts payable, payroll, audit preparation, budget preparation, monitoring subrecipients, 403B pension compliance and audit preparation, employee benefits, and system implementations.

Employment Experience

10/21 – Present

Chief Fiscal Officer, Community Action Program Belknap-Merrimack Counties, Inc.

CAPBM is a not-for-profit with 25 million in revenue with 11 legal entities. The Agency has over 300 employees and holds 8 million in assets.

Oversee the daily activities of 6 fiscal staff, conduct budget meetings, prepare work papers for annual audit for agency and 10 housing projects, manage the daily cash flow of the agency and 10 housing projects, prepare paperwork for monitorings conducted by various funding sources, and review accounts payable input, journal entries, accounts receivable input, and monthly billings.

10/17 – 12/21

Senior Accountant, Southern New Hampshire Services, Inc.

Southern New Hampshire Services is a not-for-profit with 49 million in revenue with 30 legal entities. The Agency has over 400 employees and holds 84 million in assets.

Conduct monthly budget meetings, bill funding sources monthly, prepare work papers for annual audit, monitor subrecipients, prepare paperwork for monitoring conducted by various funding sources, review accounts payable input and manage daily workflow, provide backup for accounts payable and fuel assistance payable positions, prepare surveys for various governmental agencies, prepare ACA forms, prepare paperwork for 403B annual audit and file

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5500, member and secretary of the 403B Committee, instrumental in getting PaperSave up and running within the Fiscal Department, prepare work papers for 26 housing programs

11/02 – 10/17

Staff Accountant, Community Action Program Belknap-Merrimack Counties, Inc.

At the time of my employment, Community Action Program Belknap-Merrimack Counties was a not-for-profit with 20 million in revenue. The Agency had over 479 employees and held over 7 million in assets.

Reconciled 36 bank accounts, billed funding sources monthly, prepared work papers for annual audit, prepared paperwork for monitoring by various funding sources, prepared and entered journal entries, reconciled general ledger accounts, reviewed daily accounts payable input, entered cash receipts in A/R system, provided backup for both payroll and accounts payable/receivable positions, managed daily workflow, and trained new accounting staff members

1/00 – 9/02

Account Supervisor (for 2 Companies), Whole Life, Inc.

Whole Life, Inc. is a not-for-profit with 6 million in revenue. The Agency had over 140 employees and held over 4 million in assets.

Prepared monthly and quarterly reports, yearly budgets, monthly invoices, work papers, and cost reports, prepared and entered journal entries, reconciled general ledger accounts, and billed Medicaid

9/98 – 1/00

Account Receivable Clerk (for 4 Companies), CSN Financial, Inc.

Coded cash receipts, prepared monthly invoices, and prepared accounts receivable and revenue work papers

5/93 – 9/98

Assistant Controller, Biosystems, Inc.

Collected past due accounts receivable both foreign and domestic, provided switchboard relief, handled petty cash funds, audited salesmen expenses, cut accounts payable checks, prepared journal entries, performed payroll functions

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3/88 – 5/93

Business Officer, The Caring Community of Connecticut, Inc.

The Caring Community of Connecticut is a not-for-profit with 18 million in revenue.

Answered phones, filed correspondence, handled petty cash funds, typed correspondence, coded cash receipts and disbursements, reconciled bank accounts, screened job applicants, prepared work papers, and participated in administrator on-call program

Educational Background

1996-2000

Bachelor Degree in Accounting, Eastern Connecticut State University
Graduated cum laude

1992-1996

Associate Degree in Accounting, Three Rivers Community Technical College
Named to Dean's list, graduated with high honors

1981-1985

Merrimack Valley High School
Member of National Honor Society, named to Honor Roll for 3 years

Volunteer Work

1/17 – Present
Director on The Loudon Communications Council
Council is responsible for the distribution of a monthly newspaper to the residents of Loudon and to maintain the Town of Loudon NH website. Also served as Treasurer of the Council for 2 years.

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Jeanne Agri

PROFESSIONAL PROFILE

Versatile and experienced leader with highly developed communication skills: written, verbal and presentational. Adept in coaching and mentoring employees and colleagues as evidenced by my selection by the National Office of Head Start to serve as a mentor for new Head Start Directors. Committed to continuous improvement of activities to ensure they meet outcomes approved by the board through strategic planning, creating goal-oriented systems and conformance with all local, state and federal guidance.

WORK EXPERIENCE

Community Action Program Belknap-Merrimack Counties, Concord, NH
Executive Director 2018-present

- Assures the organization has long-range strategy which makes consistent and timely progress towards meeting the Agencies overall mission
- Responsible for the general supervision of all grant awards, ensuring that all statutory, regulatory, and /or program and financial requirements are met, that generally accepted accounting principles are applied, and that all program and financial policies and procedures are adhered to.
- Provide leadership in developing programs, organizational structures and financial systems that carry out the instructions and policies authorized by the Board
- Establish sound working relationships and cooperative arrangements with community groups, organizations and all funding sources important to the development of the agency and programs.
- See that the Board Director is kept fully informed and up to date on the condition of the organization and all important Federal, State or local requirements impacting on the Agency and/or its programs.

Southern New Hampshire Services, Manchester, NH
Education and Nutrition Operations Director 2016 - 2018

- Coordinate, manage and monitor workings of Child Development, Women Infant and Children, and Literacy Programs, as well as development of an agency wide Two-Generational Approach to services
- Formulate, improve and implement departmental and organizational policies and procedures to maximize output. Monitor adherence to rules, regulations, and procedures
- Assist in the recruitment and placement of required staff; establishment of organizational structure; delegation of tasks and accountabilities
- Supervise staff, including establishment of work schedules and monitoring and evaluating performance in partnership with Executive Director
- Assist in development of strategic plans for operational activity; implement and manage operational plans

Director of Child Development Programs 2001-2016

- Hire, coach and evaluate the performance of Program Managers, Specialists, Coordinators, Center Directors, Teachers and Head Start support staff
- Provide coaching, and learning opportunities for all employees focused on promoting, supporting and improving early development of children from the prenatal stage to five years of age using research - based practices
- Plan and implement strategic interventions with Program Managers, Specialists, Coordinators and Center Directors for sites needing administrative support and direction
- Plan, coordinate and facilitate regular leadership meetings for evaluating and strengthening systems to maintain the highest quality of services in compliance with Head Start Performance Standards
- Develop internal structures, systems, and policies supporting major content areas of Head Start program including education, health, mental health, social services, parent involvement, nutrition, disabilities , and transportation

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- Collaborate with managers and internal fiscal department in the monitoring and control of component budgets; identification and interpretation of Head Start and community needs; conformance to the Performance Standards and other regulatory requirements
- Work in partnership with internal departments to support project goals and meet customerexpectations
- Establish and maintain relationships and collaborations with public school districts, systems of higher education, and other community agencies and partners
- Ensure adequate systems in place to maintain the highest quality of services to children and families in compliance with Head Start Performance Standards
- Ensure consistency in service delivery across the program with attention to inclusive practices and integration of component areas; encourage continuous improvement of systems.

Quality Assurance Director/Co-Director for Child Development Programs 1999-2001

- Established and managed a robust monitoring, analysis and evaluation system with well-defined results, milestones, and targets inclusive of Continuous Quality Improvement practices
- Monitored for quality and compliance at Grantee and Delegate level
- Worked closely with program Director to review, track and assess monitoring compliance throughout program operations
- Developed and implements a written quality assurance and performance evaluation plan in conjunction with Governing Board, Policy Council
- Interpreted and evaluated a variety of information to present it in meaningful oral or written form for varied audiences and provide reliable analysis leading to sound decision-making

Area Manager /Education Manager 1997-1999

- Supervision of various Child Care sites including direct supervision of Center Directors/Site Managers
- Coordinate personal and professional development and training plans for staff and ensure teaching staff progress towards educational requirements as supported by the Performance Standards
- Documented and administered both positive and negative feedback and utilize Performance Improvement Plans when warranted.

Child Care Center Director/Site Manager 1995-1997

- Supervised, mentored, coach and administered work plans and directives to staff
- Communicated areas of performance improvement to staff and promote training that reflected individual needs of staff members and the team as a whole
- Ensure program compliance with codes of state and local licensing agencies and grant requirements

New Hampshire Technical College, Nashua, NH
Instructor 1995-1997

- Taught Child Growth & Development and assisted in curriculum development for Early Childhood Education Program
- Planned and organized instruction to maximize documented student learning
- Employed appropriate teaching and learning strategies to communicate subject matter to students
- Modified, where applicable, instructional methods and strategies to meet diverse student needs

EDUCATION

Southern New Hampshire University, Manchester, NH
Master's in Business Administration June 2017

Notre Dame College, Manchester, NH
Bachelors of Arts in Elementary Education 1981

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MICHAEL TABORY

SUMMARY OF QUALIFICATIONS

Over 20 years of demonstrated leadership in non-profit, corporate, and consulting management and supervisory roles, including Human Resources, Information Management & Technology Infrastructure, Project Management, Operations Management, and Sales & Marketing Management.

HIGHLIGHTS

- Strong decision making and multi-tasking skills in a dynamic business environment.
- Effective utilizing a Strength Based approach to leadership and management through the identification of strengths, qualities and skills of individuals.
- Excellent verbal and written communications skills in a business environment.
- Strong analytical and problem solving skills.
- Demonstrated skills in business process analysis, requirements definition and project scoping for software solutions and implementation.
- Proven experience managing compliance with Federal and State program regulations.
- Open minded, with a positive attitude.

PROFESSIONAL EXPERIENCE

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

PO Box 1016, Concord, NH 03302 *October 2018 – Present*

Deputy Director

- Assists the Executive Director in the financial management, operations management and execution of the mission of Community Action Program Belknap-Merrimack Counties, Inc.
- Works closely with the Executive Director and in partnership with the entire staff, to ensure the smooth operation of the organization's key day-to-day functions.
- Oversees the personnel structure of the Agency and ensures compliance with federal, state and local laws and regulations and agency personnel policies.
- Develops collaborative professional relationships with other Agency staff, community-based providers and regulatory/funding sources.
- Performs program oversight and management, including interviewing, hiring, scheduling, training, supervising, evaluating and developing subordinate staff, and resolving employee problems; assigns tasks to maximize individual and team performance; ensures compliance with Agency policies and procedures.
- Provides oversight and leadership of Agency technology infrastructure, and works with Executive Director to develop facilities grown
- Assists Board of Director subcommittees with their role in planning, monitoring and evaluating the Agency's programs.

SOUTHERN NEW HAMPSHIRE SERVICES

PO Box 5040, Manchester, NH 03108 *August 2006 – October 2018*

Human Resources Director *(March 2009 – October 2018)*

- Manage all agency Human Resource office functions.
- Responsible for ensuring compliance with all Federal and NH State labor law, including but not limited to ADA, FMLA, FLSA, Anti-Discrimination, wage and hour.
- Work with leadership team in the ongoing development, review and revision of agency Personnel Policies.

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- Provide leadership, guidance, and training to agency directors, managers and supervisors regarding hiring, performance management, disciplinary action and employment termination.
- Recommend and assist in coordination of technology infrastructure, including mission critical information management software solutions, telecommunications, and connectivity.
- Introduced and led the implementation process of migrating the agency's Human Resource Management and Payroll to a cloud based solution.
- Defined, designed and led the implementation of the agency intranet (iNet). Maintain content of iNet and provide technical support to agency website content and site maintenance.
- Coordinate purchase requisition and receiving for all agency technology purchases including computers, tablets, software, and printers to ensure consistency and compatibility of products placed on our network, and support by MIS department.
- Participate in agency insurance renewal decisions and maintenance, including Health, Vision, Dental, Property and Casualty, Directors and Officers, Workers Compensation.
- Act as Safety Coordinator in conjunction with the agency Joint Loss Committee.

WIA Quality Assurance Manager and Statewide Monitor *(August 2006 – March 2009)*

- Responsible for reviewing and ensuring eligibility and federal compliance of all WIOA participants.
- Provide eligibility and data validation training to all WIA staff.
- Maintain WIA Operations Manual.
- Contribute and review program grant submissions.
- Responsible for on-site program monitoring of all WIA Career Navigators statewide including subcontracted CAP agencies to ensure program compliance with federal regulations.

THE WILLIAM PALMER HOMESTEAD GROUP

PO Box 916, Milton, NH 03851 *November 2001 – August 2006*

Owner/Independent Consultant

- Database and Website architecture, design, development, and maintenance.
- Small and large scale Project Management.
- Office workflow analysis.
- Graphic Design and Marketing Support.

CHORUSAMERICA, LLC

650 Islington Street, Portsmouth, NH 03801 *April 2001 – October 2001*

Project Manager/Consultant & Business Development Manager

- Responsible for all aspects of planning and managing implementation of eBusiness solutions for Fortune 1000 companies, including resource allocation, budgeting, and time management.
- Responsible for working with clients and developers to define Design Specifications, Project Scope, and Project Plans.
- Define Marketing campaigns; produce marketing collateral and customer communications, presentations and corporate message.

PREFERRED CAPITAL CORPORATION

100 Main Street, Suite 150, Dover, NH 03820 *March 1998 – January 2001*

Credit Manager / Human Resources Manager / MIS Manager

- Define and implement credit department policies and procedures for the New Hampshire office.
- Responsible for relationship and communication with national funding sources.
- Responsible for recruiting, interviewing, hiring, discipline and morale of office personnel.
- Responsible for definition and enforcement of company policies and overall office operations.
- Ensure smooth operation of office technology including, network, phone system, and end user support.
- Provide Marketing Creative, Collateral and Support, Sales Statistics and Analysis.

CABLETRON SYSTEMS, INC.

35 Industrial Way, Rochester, NH 03867 *February 1992 – March 1996*

SPECTRUM International Partners Program Manager

- Provide marketing support and recruit new network technology manufacturers and vendors for product integration with Cabletron's SPECTRUM.
- Responsible for marketing and managing the Partners Program and its staff.

Software Engineer

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- Responsibilities include technical leadership and project coordination in multi-engineer and cross-departmental projects.
- Responsible for all phases of development of mission critical information management applications.

ADDITIONAL EXPERIENCE

- Town of Milton NH Zoning Board of Adjustment – Chairperson.
- Town of Milton NH Planning Board – Chairperson.
- Friends of the Milton Free Public Library (non-profit organization) – Chairperson.
- Over 10 years of customer service and sales experience and over 3 years of sales leadership.
- Landlord – owner-occupied three-unit historic residence.
- Greyhound Pets of America – volunteer and foster home.

EDUCATION

SOUTHERN NEW HAMPSHIRE UNIVERSITY
Portsmouth, NH *– MBA coursework*

UNIVERSITY OF NEW HAMPSHIRE
Durham, NH *- Bachelor of Science - Computer Science 1991*

UNIVERSITY OF LANCASTER
Lancaster, Lancashire, England *- Computer Science - 1987-1988*

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

NH Department of Health and Human Services
Division of Family Assistance

Community Services Block Grant (CSBG)
SS-2019-BHS-02-COMMU-01-A04

KEY PERSONNEL SALARIES AND ALLOCATION

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jeanne Agri	Chief Executive Officer	$145,916.10	90%	$131,324.49
Michael Tabory	Chief Operating Officer	$119,900.00	0%	$ 0.00
Jill Lesmerises	Chief Fiscal Officer	$103,000.04	0%	$ 0.00

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

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

May 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 enter into **Sole Source** amendments to existing contracts with the vendors listed below for the provision of community-based services and anti-poverty programs through the Community Services Block Grant (CSBG) by exercising the existing renewal option in the contracts by extending the completion date from September 30, 2022 to September 30, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on February 20, 2019, item #23. They were subsequently amended with Governor and Council approval on September 18, 2019, item #16, and most recently amended with Governor approval on May 6, 2021, and will be presented to the Executive Council as an informational item at a future meeting (item #TBD).

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Community Action Partnership of Strafford County	177200-B004	Strafford County	$2,220,250	$0	$2,220,250
Community Action Programs Belknap and Merrimack Counties	177203-B003	Belknap and Merrimack Counties	$2,697,906	$0	$2,697,906
Southern NH Services	177198-B006	Hillsborough and Rockingham Counties	$10,034,865	$0	$10,034,865

Southwestern Community Services	177511-R001	Cheshire and Sullivan County	$2,326,288	$0	$2,326,288
Tri-County Community Action Program	177195-B009	Grafton, Carroll, Coos County	$3,769,541	$0	$3,769,541
		Total:	**$21,048,850**	**$0**	**$21,048,850**

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022 and State Fiscal Year 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source. The five (5) Community Action Agencies are the only entities eligible to receive Community Services Block Grant funding in accordance with Public Law 105 – 285 – October 27, 1998 – Community Opportunities, Accountability, and Training and Educational Services Act of 1998.

The CSBG CARES Act funds are required to be used to help prevent, prepare for, or respond to impacts from the coronavirus. The purpose of this request is to extend the contracts and ensure these critically needed resources are available to Community Action Agencies to meet community needs at the local level due and address the economic impacts of the COVID-19 pandemic. The COVID-19 pandemic has resulted in financial challenges for many individuals due to changes to work hours, loss of employment, or lack of child care due changes in at-home learning. The increased demand in 'stop-gap' measures for individuals or families who do not qualify for government assistance has drastically increased over the last year. The upward trend of need continues as the State recovers from the COVID-19 pandemic.

At this time, the Department cannot determine the number of individuals to be served, as the agencies are in the process of assessing the need.

The Contractors provide services to individuals at the local level and assist them in becoming or remaining financially and socially independent. The Contractors will provide services to low-income individuals, including the elderly, who are impacted by the COVID-19 pandemic.

Some services provided may be 'stop gap' measures that are used in instances when an individual or family does not financially qualify for government assistance. The household may be in need of temporary assistance in order to get through a heating season or a temporary emergency that would otherwise result in the individual or family becoming eligible for full government assistance.

These Contractors administer a variety of programs including, but not limited to:

- Fuel and utility assistance.
- Neighbor Helping Neighbor programs.
- Rental assistance, security deposits and senior housing.

- Senior Community Service Employment Programs.
- Head Start.
- Supplemental Foods Women, Infants and Children (WIC).
- Weatherization.

As referenced in Exhibit C, Revisions to General Provisions, Section 3, Renewals, of the original contract, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for the one (1) remaining year available.

Should the Governor and Executive Council not authorize this request, funding to community programs, statewide may be limited. Limiting funds available, due to this public health emergency, at the community level will directly and negatively affect the citizens of New Hampshire. With heating and food costs rising on a daily basis, the federal funding for community programs is essential in order to deliver the assistance needed to eligible citizens, statewide.

Area served: Statewide

Source of Funds: CFDA #93.569. FAIN #2001NHCSC3.

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

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

05-095-045-450010-7148-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, CSBG

100% Federal Funds

Community Action Partnership of Strafford County Vendor # 177200-B004

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 317,530	$ -	$ 317,530
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 317,530	$ -	$ 317,530

Community Action Programs Belknap and Merrimack Counties Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 421,592	$ -	$ 421,592
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 421,592	$ -	$ 421,592

Southern NH Services Vendor # 177198-B006

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 1,906,268	$ -	$ 1,906,268
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 1,906,268	$ -	$ 1,906,268

Southwestern Community Services Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 326,688	$ -	$ 326,688
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 326,688	$ -	$ 326,688

Tri-County Community Action Prograr Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 615,318	$ -	$ 615,318
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 615,318	$ -	$ 615,318
		TOTAL		$ 3,587,396	$ -	$ 3,587,396

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

05-095-042-423010-80040000-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, CSBG
100% Federal Funds

Community Action Partnership of Strafford County Vendor # 177200-B004

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 559,911	$ -	$ 559,911
2021	102-500731	Contracts for Program Svcs	TBD	$ 409,464	$ 426,903	$ 836,367
2022	102-500731	Contracts for Program Svcs	TBD	$ 409,464	$ -	$ 409,464
2023	102-500731	Contracts for Program Svcs	TBD	$ 96,978	$ -	$ 96,978
		Sub Total		$ 1,475,817	$ 426,903	$ 1,902,720

Community Action Programs Belknap and Merrimack Counties Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 669,596	$ -	$ 669,596
2021	102-500731	Contracts for Program Svcs	TBD	$ 489,938	$ 510,805	$ 1,000,743
2022	102-500731	Contracts for Program Svcs	TBD	$ 489,938	$ -	$ 489,938
2023	102-500731	Contracts for Program Svcs	TBD	$ 116,037	$ -	$ 116,037
		Sub Total		$ 1,765,509	$ 510,805	$ 2,276,314

Southern NH Services Vendor # 177198-B006

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 2,429,870	$ -	$ 2,429,870
2021	102-500731	Contracts for Program Svcs	TBD	$ 1,866,462	$ 1,601,903	$ 3,468,365
2022	102-500731	Contracts for Program Svcs	TBD	$ 1,866,462	$ -	$ 1,866,462
2023	102-500731	Contracts for Program Svcs	TBD	$ 363,900	$ -	$ 363,900
		Sub Total		$ 6,526,694	$ 1,601,903	$ 8,128,597

Southwestern Community Services Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 588,199	$ -	$ 588,199
2021	102-500731	Contracts for Program Svcs	TBD	$ 430,380	$ 448,710	$ 879,090
2022	102-500731	Contracts for Program Svcs	TBD	$ 430,380	$ -	$ 430,380
2023	102-500731	Contracts for Program Svcs	TBD	$ 101,931	$ -	$ 101,931
		Sub Total		$ 1,550,890	$ 448,710	$ 1,999,600

Tri-County Community Action Prograr Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 927,838	$ -	$ 927,838
2021	102-500731	Contracts for Program Svcs	TBD	$ 678,893	$ 707,808	$ 1,386,701
2022	102-500731	Contracts for Program Svcs	TBD	$ 678,893	$ -	$ 678,893
2023	102-500731	Contracts for Program Svcs	TBD	$ 160,791	$ -	$ 160,791
		Sub Total		$ 2,446,415	$ 707,808	$ 3,154,223
		TOTAL		$ 13,765,325	$ 3,696,129	$ 17,461,454
		GRAND TOTAL		$ 17,352,721	$ 3,696,129	$ 21,048,850

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council the Governor on February 20, 2019 (Item #23), as amended on September 18, 2019, (Item #16), and as amended and approved by the Governor on June 29, 2020 and presented to the Executive Council on August 5, 2020 (Informational Item #H1), 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 General Provisions Subsection 3, Renewals, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

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

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

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

   September 30, 2023

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

   $2,697,906.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. This amendment shall be effective retroactively to February 22, 2021, subject to the Governor's approval issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, and 2021-04, and any subsequent extensions.

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

4/5/2021
Date

DocuSigned by:
Christine Santaniello
[illegible]
Name: Christine Santaniello
Title: Director

Community Action Programs Belknap and Merrimack Counties, Inc.

4/2/2021
Date

DocuSigned by:
Jeanne Agri
[illegible]
Name: Jeanne Agri
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]
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, and 2021-04, and any subsequent extensions.

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

JUL08'20 AM11:24 DAS

mar

H1

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 30, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-04, 2020-08, 2020-09, and 2020-10, Governor Sununu has authorized the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into **Retroactive Sole Source** amendments to existing agreements with the vendors listed below for the provision of community based services and anti-poverty programs through the Community Services Block Grant (CSBG) to ensure critically needed resources are available to meet local low-income community needs in response to COVID-19, by increasing the total price limitation by $1,303,871 from $16,048,850 to $17,352,721 with no change to the contract completion dates of September 30, 2022, effective June 8, 2020, upon Governor approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on February 20, 2019, item #23 and most recently amended with Governor and Council approval on September 18, 2019, item #16.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Community Action Partnership of Strafford County	177200-B004	Strafford County	$1,642,750	$150,597	$1,793,347
Community Action Programs Belknap and Merrimack Counties	177203-B003	Belknap and Merrimack Counties	$2,006,906	$180,195	$2,187,101
Southern NH Services	177198-B006	Manchester and surrounding cities	$7,867,865	$565,097	$8,432,962

Southwestern Community Services	177511-R001	Cheshire County	$1,719,288	$158,290	$1,877,578
Tri-County Community Action Program	177195-B009	Coos County	$2,812,041	$249,692	$3,061,733
		Total:	**$16,048,850**	**$1,303,871**	**$17,352,721**

Funds are available in State Fiscal Year 2020 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 item is **Sole Source** because the five (5) Community Action Agencies (CAAs) are the only entities eligible to receive Community Services Block Grant funding in accordance with Public Law 105 – 285 – October 27, 1998 – Community Opportunities, Accountability, and Training and Educational Services Act of 1998. This item is **Retroactive** because the grant award required the Department to disburse the funding as quickly as possible. Due to the COVID-19 public health emergency, Community Services Block Grant CARES Act funds were allocated to the Department for the CAAs to ensure critically needed resources were and will continue to be available to meet the needs of the community, with a focus on individuals and families who are local low-income. The Community Services Block G CARES Act funds included in the contract amendments must be used to help prevent, prepare for, or respond to the coronavirus.

At this time, the Department cannot determine the number of individuals to be served, as the agencies are in the process of assessing the need. The funding is available from January 20 2020, to September 30, 2022.

The vendors provide services to individuals and families across the state in their local communities to assist them with becoming or remaining financially and socially independent. Activities and services are designed to assist individuals and families who are low income, including children and seniors. Services provided have a focus on poverty reduction in local communities and the State. The vendors provide services to individuals and families who are vulnerable and, during a state of emergency such as the COVID-19 pandemic, this vulnerability is intensified and the vendors must respond with essential and critical services and supports.

Some of the services provided are crisis, emergency response, and "stop gap" measures that are used in instances when an individual or family does not financially qualify for government assistance. The household may be in need of temporary assistance in order to get through a temporary emergency, such as the COVID-19 pandemic, that if not provided would put the individual or family in a dire circumstance or require additional financial assistance.

These vendors administer a variety of programs including, but not limited to:

- Fuel and utility assistance.
- Neighbor Helping Neighbor programs.
- Rental assistance, security deposits and senior housing.
- Senior Community Service Employment Programs.

- Head Start.
- Supplemental Foods Women, Infants and Children (WIC).
- Weatherization.

The amount of funding provided to each community program is calculated using a formula that is based on poverty demographics available from the US Census Bureau. According to the Community Services Block Grant State Plan, these funds are to be used primarily for the provision of assistance to individuals and families whose incomes are at or below the 200th percentile of the poverty level.

Area served: Statewide

Source of Funds: CFDA #93.569FAIN #2001NHCSC3.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

05-095-045-450010-7148-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, CSBG
100% Federal Funds

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

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	317,530		317,530
2020	102-500731	Contracts for Program Svcs	45012170			0
2021	102-500731	Contracts for Program Svcs	TBD			0
2022	102-500731	Contracts for Program Svcs	TBD			0
2023	102-500731	Contracts for Program Svcs	TBD			0
		Sub Total		$ 317,530	$ -	$ 317,530

Community Action Programs Belknap and Merrimack Counties — Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	421,592		421,592
2020	102-500731	Contracts for Program Svcs	45012170			
2021	102-500731	Contracts for Program Svcs	TBD			
2022	102-500731	Contracts for Program Svcs	TBD			
2023	102-500731	Contracts for Program Svcs	TBD			
		Sub Total		$ 421,592	$ -	$ 421,592

Southern NH Services — Vendor # 177198-B008

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	1,906,268		1,906,268
2020	102-500731	Contracts for Program Svcs	45012170	0		
2021	102-500731	Contracts for Program Svcs	TBD	0		
2022	102-500731	Contracts for Program Svcs	TBD			
2023	102-500731	Contracts for Program Svcs	TBD			
		Sub Total		$ 1,906,268	$ -	$ 1,906,268

Southwestern Community Services — Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	326,688		326,688
2020	102-500731	Contracts for Program Svcs	45012170	0		
2021	102-500731	Contracts for Program Svcs	TBD	0		
2022	102-500731	Contracts for Program Svcs	TBD			
2023	102-500731	Contracts for Program Svcs	TBD			
		Sub Total		$ 326,688	$ -	$ 326,688

Tri-County Community Action Prograr — Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	615,318		615,318
2020	102-500731	Contracts for Program Svcs	45012170	0		
2021	102-500731	Contracts for Program Svcs	TBD	0		
2022	102-500731	Contracts for Program Svcs	TBD			
2023	102-500731	Contracts for Program Svcs	TBD			
		Sub Total		$ 615,318	$ -	$ 615,318
		TOTAL		$ 3,587,396	$ -	$ 3,587,396

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

05-095-042-423010-80040000-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, CSBG
100% Federal Funds

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

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	409,314	150,597	559,911
2021	102-500731	Contracts for Program Svcs	TBD	409,464		409,464
2022	102-500731	Contracts for Program Svcs	TBD	409,464		409,464
2023	102-500731	Contracts for Program Svcs	TBD	98,978		98,978
		Sub Total		$ 1,325,220	$ 150,597	$ 1,475,817

Community Action Programs Belknap and Merrimack Counties — Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	489,401	180,195	669,596
2021	102-500731	Contracts for Program Svcs	TBD	489,938		489,938
2022	102-500731	Contracts for Program Svcs	TBD	489,938		489,938
2023	102-500731	Contracts for Program Svcs	TBD	116,037		116,037
		Sub Total		$ 1,585,314	$ 180,195	$ 1,765,509

Southern NH Services — Vendor # 177198-B006

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	1,864,773	565,097	2,429,870
2021	102-500731	Contracts for Program Svcs	TBD	1,866,462		1,866,462
2022	102-500731	Contracts for Program Svcs	TBD	1,866,462		1,866,462
2023	102-500731	Contracts for Program Svcs	TBD	363,900		363,900
		Sub Total		$ 5,961,597	$ 565,097	$ 6,526,694

Southwestern Community Services — Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	429,909	158,290	588,199
2021	102-500731	Contracts for Program Svcs	TBD	430,380		430,380
2022	102-500731	Contracts for Program Svcs	TBD	430,380		430,380
2023	102-500731	Contracts for Program Svcs	TBD	101,931		101,931
		Sub Total		$ 1,392,600	$ 158,290	$ 1,550,890

Tri-County Community Action Prograr — Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	678,146	249,692	927,838
2021	102-500731	Contracts for Program Svcs	TBD	678,893		678,893
2022	102-500731	Contracts for Program Svcs	TBD	678,893		678,893
2023	102-500731	Contracts for Program Svcs	TBD	160,791		160,791
		Sub Total		$ 2,196,723	$ 249,692	$ 2,446,415
		TOTAL		$ 12,461,454	$ 1,303,871	$13,765,325
		GRAND TOTAL		$ 16,048,850	$ 1,303,871	$17,352,721

Attachment #2
CSBG Vendor Totals

VENDOR NAME	VENDOR CODE	ADDRESS	CURRENT AMOUNT	INCREASE	REVISED AMOUNT
Community Action Partnership of Strafford County	177200-B004	577 Central Avenue, Suite 10 Dover, NH 03835	$ 1,642,750	$ 150,597.00	$ 1,793,347
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$ 2,006,906	$ 180,195.00	$ 2,187,101
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$ 7,867,865	$ 565,097.00	$ 8,432,962
Southwestern Community Services	177511-R001	63 Community Way PO Box 603 Keene, NH 03431	$ 1,719,288	$ 158,290.00	$ 1,877,578
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03570	$ 2,812,041	$ 249,692.00	$ 3,061,733
		TOTAL	$ 16,048,850	$ 1,303,871	$ 17,352,721
			$ 16,048,850	*$ 1,303,871*	*$ 17,352,721.00*

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Community Services Block Grant

This 2nd Amendment to the Community Services Block Grant contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Programs Belknap and Merrimack Counties, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 2 Industrial Drive, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 20, 2019, (Item #23), as amended on September 18, 2019, (Item #16), 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, Revisions to General Provisions, Section 3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

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

   $2,187,101

1. Add Exhibit A, Scope of Services, Section 1. Provisions Applicable to All Services, Subsection 1.6 to read:

   In accordance with the provisions of The Community Services Block Grant Act (42 U.S.C. et seq) as amended by Public Law 105-285 of October 27, 1998, also known as the Community Opportunities Accountability, Training and Educational Act of 1998 or the Coats Human Services Reauthorization Act of 1998; and any amendments thereto, the Contractor agrees to deliver Community Services to low-income individuals at or below 200% of the poverty income guidelines.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective retroactively effective to January 29, 2020, 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 17, 2020
Date

Name: Christine Santaniello,
Title: Director, DEHS

Community Action Programs Belknap and Merrimack Counties, Inc.

6/12/2020
Date

Name: Michael Tabory
Title: Deputy Director

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

OFFICE OF THE ATTORNEY GENERAL

06/17/20
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:

SEP04'19 AM10:23 DAS

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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

August 29, 2019

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

REQUESTED ACTION

1) Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to exercise renewal options and amend existing sole source agreements, with the vendors listed below, for the provision of community based services and anti-poverty programs through the Community Services Block Grant, by increasing the price limitation by $11,625,711 from $4,423,139 to $16,048,850 and by extending the completion date from September 30, 2019 to September 30, 2022, effective upon Governor and Executive Council approval. 100% Federal Funds.

2) Contingent upon Governor and Executive Council approval of Requested Action #1, authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to make annual advance payments to each Contractor in amounts not to exceed one-twelfth (1/12) of the total price limitation for each state fiscal year, in support of the delivery of community-based services and anti-poverty programs through the Community Services Block Grant. These advance payments will enable the Contractors to operate during the periods between monthly reimbursements from the State.

These agreements were originally approved by the Governor and Executive Council on February 20, 2019, Item #23.

Vendor Name	Vendor Code	Address	Current Modified Budget	Increase / (Decrease)	Total Modified Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Suite 240, PO Box 160 Dover, NH 03835	$414,058	$1,228,692	$1,642,750
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive PO Box 1016 Concord, NH 03301	$537,092	$1,469,814	$2,006,906
Southern NH Services	177198-B006	40 Pine Street PO Box 5040 Manchester, NH 03108	$2,268,479	$5,599,386	$7,867,865
Southwestern Community Services	177511-R001	63 Community Way PO Box 603 Keene, NH 03431	$428,148	$1,291,140	$1,719,288
Tri-County Community Action Program	177195-B009	30 Exchange Street PO Box 367 Berlin, NH 03570	$775,362	$2,036,679	$2,812,041
		Total	$4,423,139	$11,625,711	$16,048,850

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2020, 2021 and 2022 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

SEE ATTACHED FISCAL DETAILS

EXPLANATION

These agreements are sole source because the five (5) Community Action Agencies are the only entities eligible to receive Community Services Block Grant funding in accordance with Public Law 105–285 October 27, 1998 – Community Opportunities, Accountability, and Training and Educational Services Act of 1998.

The purpose of this request is to continue providing funds to community programs at the local level to ensure eligible individuals and families receive community-based services that enable them to receive the assistance needed in order to meet their basic needs.

Approximately 275,792 unduplicated individuals will be served collectively by the five (5) contractors from October 1, 2019 through September 30, 2022.

The original agreement included language in the Exhibit C-1 that allows the Department to renew these contracts for up to three (3) additional years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for three (3) years at this time.

The vendors provide services to individuals at the local level that assist them with becoming or remaining financially and socially independent. Activities and services are designed to assist individuals and families who are low income, including children and seniors. Services provided have a focus on poverty reduction in local communities and the state.

Some services provided may be 'stop-gap' measures that are used in instances when an individual or family does not financially qualify for public assistance. The household may be in need of temporary assistance in order get through a particular crisis, such as, but not limited to: heating season, or a temporary emergency that would otherwise result in the individual or family requiring other public assistance.

These vendors administer a variety of programs including, but not limited to:

- Fuel and utility assistance;
- Neighbor Helping Neighbor programs;
- Rental assistance, security deposits and senior housing;
- Senior Community Service Employment Programs;
- Head Start;
- Supplemental Foods;
- Women, Infants and Children (WIC); and
- Weatherization.

In addition to the services provided to individuals, the vendors must provide an annual community action plan to the Department that describes the agency's delivery system; linkages to fill identified gaps; and coordination with other public and private resources. The vendors also conduct an annual community needs assessment. The Community Services Block Grant is administered by a tripartite board that participates in the development, planning, implementation and evaluation of the agency and its programs.

The amount of funding provided to each community program is calculated using a formula that is based on poverty demographics available from the US Census Bureau. According to the Community Services Block Grant State Plan, these funds are to be used primarily for the provision of assistance to individuals and families whose incomes are at or below the 125th percentile of the poverty level.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, may be limited. Limiting funds at the community level will directly, and negatively, impact the citizens of New Hampshire. With the rising cost of essentials, such as heat and food, the federal funding for community programs is necessary in order to deliver the assistance needed to eligible citizens statewide.

Area served: Statewide

Source of Funds: 100% Federal Funds, Catalog of Federal Domestic Assistance (CFDA) #93.569, U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Community Services Block Grant, FAIN #G-19B1NHCOSR.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET

Community Action Partnership of Strafford County (Vendor Code 177200-B004)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 317,530		$ 317,530
2020	102-500731	Contracts for Program	45012170	$ 96,528	$ 312,786	$ 409,314
2021	102-500731	Contracts for Program	TBD		$ 409,464	$ 409,464
2022	102-500731	Contracts for Program	TBD		$ 409,464	$ 409,464
2023	102-500731	Contracts for Program	TBD		$ 96,978	$ 96,978
			Sub-Total	*$ 414,058*	*$ 1,228,692*	*$ 1,642,750*

Community Action Programs Belknap and Merrimack Counties (Vendor Code 177203-B003)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 421,592		$ 421,592
2020	102-500731	Contracts for Program	45012170	$ 115,500	$ 373,901	$ 489,401
2021	102-500731	Contracts for Program	TBD		$ 489,938	$ 489,938
2022	102-500731	Contracts for Program	TBD		$ 489,938	$ 489,938
2023	102-500731	Contracts for Program	TBD		$ 116,037	$ 116,037
			Sub-Total	*$ 537,092*	*$ 1,469,814*	*$ 2,006,906*

Southern NH Services (Vendor Code 177198-B006)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 1,906,268		$ 1,906,268
2020	102-500731	Contracts for Program	45012170	$ 362,211	$ 1,502,562	$ 1,864,773
2021	102-500731	Contracts for Program	TBD		$ 1,866,462	$ 1,866,462
2022	102-500731	Contracts for Program	TBD		$ 1,866,462	$ 1,866,462
2023	102-500731	Contracts for Program	TBD		$ 363,900	$ 363,900
			Sub-Total	*$ 2,268,479*	*$ 5,599,386*	*$ 7,867,865*

Southwestern Community Services Vendor Code 177511-R001)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 326,688		$ 326,688
2020	102-500731	Contracts for Program	45012170	$ 101,460	$ 328,449	$ 429,909
2021	102-500731	Contracts for Program	TBD		$ 430,380	$ 430,380
2022	102-500731	Contracts for Program	TBD		$ 430,380	$ 430,380
2023	102-500731	Contracts for Program	TBD		$ 101,931	$ 101,931
			Sub-Total	*$ 428,148*	*$ 1,291,140*	*$ 1,719,288*

Tri-County Community Action Program (Vendor Code 177195-B009)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 615,318		$ 615,318
2020	102-500731	Contracts for Program	45012170	$ 160,044	$ 518,102	$ 678,146
2021	102-500731	Contracts for Program	TBD		$ 678,893	$ 678,893
2022	102-500731	Contracts for Program	TBD		$ 678,893	$ 678,893
2023	102-500731	Contracts for Program	TBD		$ 160,791	$ 160,791
			Sub-Total	*$ 775,362*	*$ 2,036,679*	*$ 2,812,041*
			Grand Total	$ 4,423,139	$ 11,625,711	$ 16,048,850

05-095-045-450010-71480000-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, CSBG

Vendor	Vendor Code	Address	Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Dover, NH 03835	$ 317,530
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$ 421,592
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$ 1,906,268
Southwestern Community Services	177511-R001	63 Community Way Keene, NH 03431	$ 326,688
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03570	$ 615,318
		Subtotal:	*$ 3,587,396*

05-095-042-423010-80040000-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, CSBG

Vendor	Vendor Code	Address	Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Dover, NH 03835	$ 1,325,220
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$ 1,585,314
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$ 5,961,597
Southwestern Community Services	177511-R001	63 Community Way Keene, NH 03431	$ 1,392,600
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03570	$ 2,196,723
		Subtotal:	*$ 12,461,454*
		TOTAL	$ 16,048,850

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Community Services Block Grant (CSBG) Contract

This 1st Amendment to the Community Services Block Grant contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Programs Belknap and Merrimack Counties, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 2 Industrial Drive, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 20, 2019, (Item #23), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, 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 services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; 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 1.3, Contractor name, to read:

   Community Action Programs Belknap and Merrimack Counties, Inc.

2. Form P-37 General Provisions, Block 1.4, Contractor Address, to read:

   2 Industrial Drive, Concord, NH 03301.

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

   September 30, 2022.

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

   $2,006,906.

5. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety and replace with Exhibit B - Amendment #1, Method and Conditions Precedent to Payment.

6. Delete Exhibit K, DHHS Information Security Requirements, V4. Last update 04.04.2018, in its entirety and replace with Exhibit K, DHHS Information Security Requirements, V5. Last update 10/09/18.

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

8/29/19
Date

Name: Christine Santaniello
Title: Director, DEHS

Community Action Programs Belknap and Merrimack Counties, Inc.

8/27/19
Date

Name: Jeanne Agri
Title: Director

Acknowledgement of Contractor's signature:

State of New Hampshire County of Merrimack on August 27, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Lori Dimond
Signature of Notary Public or Justice of the Peace

Lori Dimond
Name and Title of Notary or Justice of the Peace

My Commission Expires: Dec. 16, 2020

LORI R. DIMOND
Notary Public - New Hampshire
My Commission Expires December 16, 2020

New Hampshire Department of Health and Human Services
Community Services Block Grant (CSBG)

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

OFFICE OF THE ATTORNEY GENERAL

9/3/19
Date

Name: Nancy J. Smith
Title: Sr. Asst. Atty. General

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Exhibit B – Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% federal funds from the Catalog of Federal Domestic Assistance, CFDA #93.569, Community Services Block Grant, Department of Health and Human Services, Administration for Children and Families.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. The Contractor may request, in writing, an annual advance payment of no more than one-twelfth (1/12) of the total amount allocated for each contract year.
5. Payment for said services shall be made monthly as follows:
   - 5.1. Payment shall be made for actual expenditures incurred in the fulfillment of this Agreement.
   - 5.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   - 5.3. Invoices must be completed, signed, dated and returned to the Department in order to initiate payment.
   - 5.4. 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.
   - 5.5. Invoices must be submitted electronically to:

     CSBG Coordinator
     Department of Health and Human Services
     Bureau of Housing Supports
     Housingsupportsinvoices@dhhs.nh.gov

   - 5.6. The Contractor shall utilize a form as approved by the Department to reconcile any unpaid, qualified operations and staffing expenses related to the provision of the Exhibit A, Scope of Services.
   - 5.7. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7, Completion Date.

6. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between state fiscal years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

9. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B, Method and Conditions Precedent to Payment.

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

#23 mac 02.20.19

Jeffrey A. Meyers
Commissioner

Mark F. Jewell
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

January 8, 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, Office of Human Services, Division of Economic and Housing Stability, to enter into sole source agreements, with the vendors listed below, for the provision of community based services and anti-poverty programs through the Community Services Block Grant, in an amount not to exceed $4,423,139, effective upon Governor and Executive Council approval through September 30, 2019. 100% Federal Funds.

Funds to support this request are available in State Fiscal Years 2019 and 2020, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-095-045-450010-71480000-102-500731-45012170. HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, CSBG

Vendor	Vendor Code	Address	Grant Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Dover, NH 03835	$317,530
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$421,592
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$1,906,268
Southwestern Community Services	177511-R001	63 Community Way Keene, NH 03431	$326,688
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03670	$615,318
		Subtotal:	$3,687,396

05-095-042-423010-80040000-102-500731. HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, CSBG

Vendor	Vendor Code	Address	Grant Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Dover, NH 03835	$96,528
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$115,500
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$362,211
Southwestern Community Services	177511-R001	63 Community Way Keene, NH 03431	$101,460
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03570	$160,044
		Subtotal:	*$835,743*
		TOTAL:	$4,423,139

SEE ATTACHED FISCAL DETAILS

EXPLANATION

These agreements are sole source because the five (5) Community Action Agencies are the only entities eligible to receive Community Services Block Grant funding in accordance with Public Law 105 – 285–October 27, 1998 – Community Opportunities, Accountability, and Training and Educational Services Act of 1998.

The purpose of this request is to provide funding to community programs at the local level to ensure eligible participants receive community based services that include, but are not limited to; health, food and financial assistance, employment services, financial planning, and other necessary services. These services allow individuals and families to receive the assistance needed in order to meet their basic needs.

The vendors provide services to individuals at the local level that will assist them to become or remain financially and socially independent. Services provided have a major impact on poverty in the community. Activities and services are designed to assist low-income participants, including the elderly poor.

As referenced in the Exhibit C-1, paragraph 3, of this contract, this Agreement has the option to extend for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Some services provided may be 'stop gap' measures that are used in instances when an individual or family does not financially qualify for government assistance. The household may be in need of temporary assistance in order get through a heating season or a temporary emergency that would otherwise result in the individual or family becoming eligible for full government assistance.

These vendors administer a variety of programs including, but not limited to:

- Fuel assistance.
- Utility assistance.
- Neighbor Helping Neighbor programs.

- Rental assistance.
- Security deposits.
- Senior Community Service Employment Programs.
- Head Start.
- Supplemental Foods Women, Infants and Children (WIC).
- Weatherization.
- Senior Housing.

In addition to the services provided to individuals, the vendors must provide an annual community action plan to the Department that describes the agency's delivery system; linkages to fill identified gaps; and coordination with other public and private resources. The vendors also conduct an annual community needs assessment. The Community Services Block Grant is administered by a tripartite board that participates in the development, planning, implantation and evaluation of the agency and its programs.

The amount of funding provided to each community program is calculated using a formula that is based on poverty demographics available from the US Census Bureau. According to the Community Services Block Grant State Plan, these funds are to be used primarily for the provision of assistance to individuals and families whose incomes are at or below the 125th percentile of the poverty level.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, may be limited. Limiting funds at the community level will directly, and negatively, impact the citizens of New Hampshire. With heating and food costs rising on a daily basis, the federal funding for community programs is needed in order to deliver the assistance needed to eligible citizens, statewide.

Area served: Statewide

Source of Funds: 100% Federal Funds, Catalog of Federal Domestic Assistance (CFDA) #93.569 Agency: Department of Health and Human Services; Office: Administration for Children and Families; Office of Community Services, Community Services Block Grant.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

FISCAL DETAILS

Community Action Partnership of Strafford County (Vendor Code 177200-B004)

SFY	Class/Object	Class Title	Activity Code	Amount
2019	102-500731	Contracts for Program	45012170	$317,530
2020	102-500731	Contracts for Program	45012170	$96,528
			Sub-total	$414,058

Community Action Programs Belknap and Merrimack Counties (Vendor Code 177203-B003)

SFY	Class/Object	Class Title	Activity Code	Amount
2019	102-500731	Contracts for Program	45012170	$421,592
2020	102-500731	Contracts for Program	45012170	$115,500
			Sub-total	$537,092

Southern NH Services (Vendor Code 177198-B006)

SFY	Class/Object	Class Title	Activity Code	Amount
2019	102-500731	Contracts for Program	45012170	$1,906,268
2020	102-500731	Contracts for Program	45012170	$362,211
			Sub-total	$2,268,479

Southwestern Community Services (Vendor Code 177511-R001)

SFY	Class/Object	Class Title	Activity Code	Amount
2019	102-500731	Contracts for Program	45012170	$326,688
2020	102-500731	Contracts for Program	45012170	$101,460
			Sub-total	$428,148

Tri-County Community Action Program (Vendor Code 177195-B009)

SFY	Class/Object	Class Title	Activity	Amount
2019	102-500731	Contracts for Program	45012170	$615,318
2020	102-500731	Contracts for Program	45012170	$160,044
			Sub-total	$775,362
			Grand Total	$4,423,139

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

Subject: Community Services Block Grant (CSBG)/SS-2019-BHS-02-COMMU-02

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Action Programs Belknap and Merrimack Counties		1.4 Contractor Address 2 Industrial Drive PO Box 1016 Concord, NH 03301	
1.5 Contractor Phone Number 603-225-3295	1.6 Account Number 05-095-045-450010-71480000-102-500731-45012170	1.7 Completion Date September 30, 2019	1.8 Price Limitation $537,092
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Jeanne Agri		1.12 Name and Title of Contractor Signatory Jeanne Agri, Executive Director	

1.13 Acknowledgement: State of New Hampshire County of Merrimack

On 1/2/2019, 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
JAMES M. SUDAK, Justice of the Peace
My Commission Expires: March 23, 2021
[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace
James Sudak, Justice of the Peace

1.14 State Agency Signature Date: 1.15.19	1.15 Name and Title of State Agency Signatory Jeffrey A. Meyers Comm.

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: 1/22/19

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 GA
Date 1.2.2019

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 QA
Date 1.2.2019

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 [illegible]
Date 1-2-2019

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. In accordance with the provisions of The Community Services Block Grant Act (42 U.S.C. et seq) as amended by Public Law 105-285 of October 27, 1998, also known as the Community Opportunities Accountability, Training and Educational Act of 1998 or the Coats Human Services Reauthorization Act of 1998; and any amendments thereto, the Contractor agrees to deliver Community Services to low-income individuals at or below 125 percent of the poverty income guidelines.

1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

1.5. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Services

2.1. The Contractor shall remain a designated Community Services Block Grant (CSBG) eligible entity by conforming to the requirements of the Acts referred to in Section 1 and any amendments thereto, which includes but is not limited to:

2.1.1. Providing an annual community action plan, which shall describe:

2.1.1.1. The service delivery system;

2.1.1.2. Linkages to fill identified gaps; and

2.1.1.3. Coordination with other public and private resources, and innovative initiatives.

2.1.2. Providing of an annual community-needs assessment;

2.1.3. Providing of an independent annual "Single Audit Act" audit;

2.1.4. Participating in an annual performance measure system via the Annual Report;

2.1.5. Participating in the Organizational Performance Standards;

2.1.6. Administering CSBG through a tripartite board that participates in the development, planning, implementation, and evaluation of the program;

2.1.7. Ensuring that cost and accounting standards of the Office of Management and Budget are in effect; and

2.1.8. Informing custodial parents in single-parent families about child support services and refer eligible parents to child support offices.

2.2. The Contractor shall provide, on an emergency basis, services to counteract conditions of starvation and malnutrition.

2.3. The Contractor shall coordinate, establish linkages and form partnerships with governmental as well as other social services and antipoverty programs.

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with funds from the Catalog of Federal Domestic Assistance, CFDA #93.569, Community Services Block Grant, Department of Health and Human Services, Administration for Children and Families.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement.
   4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   4.3. Invoices must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
   4.4. 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.
   4.5. Invoices must be submitted to:

   CSBG Coordinator
   Department of Health and Human Services
   Bureau of Housing Supports
   129 Pleasant Street
   Concord, NH 03301

   4.6. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

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 QA

Date 1.2.2019

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, 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.

2. Subparagraph 10 of the General Provisions of this contract, 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.

3. Renewal:
   The Department reserves the right to extend this Agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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.

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

1/2/2019
Date

Name: Jeanne Agri
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

The Contractor 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.

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

1/2/2019
Date

Name: Jeanne Agri
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 78 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 78, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

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

1/2/2019
Date

Name: Jeanne Agri
Title: Executive Director

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1/2/2019
Date

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

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

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

1/2/2019
Date

Name: Jeanne Agri
Title: Executive Director

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

Department of Health and Human Services	Community Action Program Belknap-Merrimack Counties, Inc.
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Jeffrey A. Meyers	Jeanne Agri
Name of Authorized Representative	Name of Authorized Representative
Commissioner	Executive Director
Title of Authorized Representative	Title of Authorized Representative
1.15.19	1/2/2019
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 Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

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

1/2/2019
Date

Name: Jeanne Agri
Title: Executive Director

FORM A

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

1. The DUNS number for your entity is: 07-399-7504

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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 contact for Data Management or Data Exchange Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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

This Amendment to the Community Services Block Grant contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Southern New Hampshire Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 20, 2019, Item #23 as amended on September 18, 2019, Item #16, and as amended and approved by the Governor on June 29, 2020 and presented to the Executive Council on August 5, 2020, (informational Item H1) and approved by the Governor on May 6, 2021 and presented to the Executive Council on June 2, 2021, (informational Item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

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

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

   $11,537,344

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

   Robert W. Moore, Director.

Contractor Initials DS DL
Date 12/9/2022

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to October 1, 2022, 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

12/10/2022
Date

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

Southern New Hampshire Services, Inc.

12/9/2022
Date

DocuSigned by:
Donnalee Lozeau
Name: Donnalee Lozeau
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

12/12/2022
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: 02D7D0C6-E2B2-4AD1-9456-6A71C04657DB

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 SOUTHERN NEW HAMPSHIRE SERVICES INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65506**

Certificate Number: **0005755694**

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: 02D7D0C6-E2B2-4AD1-9456-6A71C04657DB

CERTIFICATE OF VOTES

(Corporate Authority)

I, Orville Kerr (Name), Clerk/Secretary of Southern New Hampshire Services (Corporation name) (Hereinafter the "Corporation"), a New Hampshire (State) corporation, hereby certify that: (1) I am the duly elected and acting Clerk/Secretary of the Corporation; (2) I maintain and have custody and am familiar with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Board of Directors of the Corporation have authorized, on October 25, 2022 (Date), such authority to be in force and effect until 9/30/23 (Contract termination date).

The person(s) holding the below listed position(s) are authorized to execute and deliver on behalf of the Corporation any contract or other instrument for the sale of products and services:

Donnalee Lozeau (Name)	Chief Executive Officer (Position)
Ryan Clouthier (Name)	Chief Operating Officer (Position)
James Chaisson (Name)	Chief Fiscal Officer (Position)

(5) The meeting of the Board of Directors was held in accordance with New Hampshire (State of incorporation) law and the by-laws of the Corporation; and (6) said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the corporation this _____ day of _____, 20_____.

Clerk/Secretary

STATE OF New Hampshire
COUNTY OF Hillsborough

On this 28th day of November, 20 22, before me, Debra Stohrer the undersigned Officer, personally appeared Orville Kerr who acknowledged her/himself to be the Secretary of Southern New Hampshire Services, a corporation and that she/he as such Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Debra Stohrer
Notary Public/Justice of the Peace
Commission Expiration Date:_____

DEBRA D. STOHRER
Notary Public - New Hampshire
My Commission Expires October 7, 2025

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/18/2022

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

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

PRODUCER 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 Southern NH Services Inc. P.O. Box 5040 Manchester NH 03108	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Indemnity Ins Co — 18058 INSURER B: Midwest Employers Casualty Corp — 23612 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 22-23 SNHS 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 [ ] PRO-JECT [X] LOC [ ] OTHER:			PHPK2392811	04/01/2022	04/01/2023	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 [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2392828	04/01/2022	04/01/2023	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			PHUB807546	04/01/2022	04/01/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20220000016 (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
A	Professional Liability			PHPK2392811	04/01/2022	04/01/2023	Limit	1,000,000

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

NH DHHS
129 Pleasant Street
Concord NL 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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SOUTHERN NEW HAMPSHIRE SERVICES

The Community Action Partnership for Hillsborough and Rockingham Counties

Helping People. Changing Lives.

MISSION STATEMENT

Southern New Hampshire Services, Inc. (SNHS) is a private non-profit corporation chartered in the State of New Hampshire, May 21, 1965 to serve as the Community Action Partnership for Hillsborough County in compliance with the Economic Opportunity Act of 1964. From 1965 through 1969, SNHS was known as the Community Action Agency for Hillsborough County and served the City of Nashua and the twenty-nine towns. In 1969 SNHS became the Community Action Partnership for the City of Manchester as well. In 1974 the agency's name was changed to Southern New Hampshire Services, Inc. In July 2011, Rockingham Community Action (RCA), the Community Action Agency serving Rockingham County, was merged with Southern New Hampshire Services. As a result of this merger, SNHS now provides services to residents of the 65 towns and 3 cities in Hillsborough and Rockingham Counties.

The Economic Opportunity Act of 1964 and subsequent federal legislation establishing the Community Services Block Grant define our basic mission. Under these provisions the fundamental mission of SNHS is:

A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.

B. To provide activities designed to assist low-income participants including homeless individuals and families, migrants, and the elderly poor to:

   1. Secure and retain meaningful employment
   2. Attain an adequate education
   3. Make better use of available income
   4. Obtain and maintain adequate housing and a suitable living environment
   5. Obtain emergency assistance through loans or grants to meet immediate and urgent individual and family needs, including the need for health services, nutritious food, housing, and employment related assistance
   6. Remove obstacles and solve problems which block the achievement of self-sufficiency
   7. Achieve greater participation in the affairs of the community, and
   8. Make more effective use of other programs related to the purposes of the enabling federal legislation.

C. To provide on an emergency basis for the provision of such supplies and services, nutritious foodstuffs, and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor.

D. To coordinate and establish linkages between governmental and other social service programs to assure the effective delivery of such services to low-income individuals.

E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SINGLE AUDIT REPORT

YEAR ENDED JULY 31, 2021

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SINGLE AUDIT REPORT

YEAR ENDED JULY 31, 2021

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OUELLETTE & ASSOCIATES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

Mark R. Carrier, C.P.A.
Michael R. Dunn, C.P.A.
Jonathan A. Hussey, C.P.A., M.S.T.
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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
Southern New Hampshire Services, Inc. and Affiliate

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 Southern New Hampshire Services, Inc. (the Organization) and affiliate, which comprise the combined statement of financial position as of July 31, 2021, 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, and have issued our report thereon dated March 3, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the combined financial statements, we considered the Organizations' 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 combined financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organizations' internal control. Accordingly, we do not express an opinion on the effectiveness of the Organizations' 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 Organizations' combined 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.

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Compliance and Other Matters

As part of obtaining reasonable assurance about whether Southern New Hampshire Services, Inc. and affiliate's combined financial statements are free from material misstatement, we performed tests of their 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 Organizations' internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organizations' internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Ouellette & Associates, P.A.
Certified Public Accountants

March 3, 2022
Lewiston, Maine

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Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance and Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

To the Board of Directors
Southern New Hampshire Services, Inc. and Affiliate

Report on Compliance for Each Major Federal Program

We have audited Southern New Hampshire Services, Inc. (the Organization) and affiliate'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 Southern New Hampshire Services, Inc. and affiliate's major federal programs for the year ended July 31, 2021. Southern New Hampshire Services, Inc. and affiliate'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 Southern New Hampshire Services, Inc. and affiliate'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 Southern New Hampshire Services, Inc. and affiliate'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 Southern New Hampshire Services, Inc. and affiliate's compliance.

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Opinion on Each Major Federal Program

In our opinion, Southern New Hampshire Services, Inc. and affiliate 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 July 31, 2021.

Report on Internal Control over Compliance

Management of Southern New Hampshire Services, Inc. and affiliate 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 Southern New Hampshire Services, Inc. and affiliate'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 Southern New Hampshire Services, Inc. and affiliate'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, as defined above. 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.

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Report on Schedule of Expenditures of Federal Awards Required by Uniform Guidance

We have audited the combined financial statements of Southern New Hampshire Services, Inc. and affiliate as of and for the year ended July 31, 2021, and have issued our report thereon dated March 3, 2022, which contained an unmodified opinion on those combined financial statements. Our audit was conducted for the purpose of forming an opinion on the combined financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the combined 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 combined financial statements. The information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined 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 combined financial statements as a whole.

Ouellette & Associates, P.A.
Certified Public Accountants

March 3, 2022
Lewiston, Maine

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED JULY 31, 2021

Federal Grantor Pass-through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures
FEDERAL AWARDS				
U.S. Department of Agriculture:				
Pass-Through State of New Hampshire Department of Health and Human Services				
Special Supplemental Nutrition Program for Women, Infants and Children	10.557	174NH703W1003	$ -	$ 1,334,892
Pass-Through Belknap Merrimack Community Action Program				
Food Distribution Cluster				
Commodity Supplemental Food Program	10.565	202120Y800544	-	5,061
	10.565	202020Y800544	-	19,500
Total Food Distribution Cluster			-	24,561
Pass-Through State of New Hampshire Department of Education				
Child and Adult Care Food Program	10.558		-	695,568
Child Nutrition Cluster				
Summer Food Service Program for Children	10.559		-	155,822
Total U.S. Department of Agriculture			$ -	$ 2,210,843
U.S. Department of Housing and Urban Development:				
Direct Program				
Section 8 Project-Based Cluster				
Section 8 Moderate Rehabilitation Single Room Occupancy	14.249		$ -	$ 540,904
Pass-Through State of New Hampshire Governor's Office of Strategic Initiatives				
CDBG - Entitlement Grants Cluster				
Community Development Block Grants/ Entitlement Grants - COVID	14.218	B-20-MW-33-0001	-	544,242
Pass-Through State of New Hampshire Department of Health and Human Services				
Emergency Solutions Grant Program	14.231	E17-DC-33-0001	-	40,929
Total U.S. Department of Housing and Urban Development			$ -	$ 1,126,075
U.S. Department of Homeland Security:				
Passed-through Regional United Way Agency				
Emergency Food and Shelter National Board Program	97.024		$ -	$ 2,101
Pass-Through State of New Hampshire Governor's Office of Strategic Initiatives				
Emergency Food and Shelter National Board Program	97.024	592600-007	-	20,000
Total U.S. Department of Homeland Security			$ -	$ 22,101
Subtotal			$ -	$ 3,359,019

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED JULY 31, 2021

Federal Grantor Pass-through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures
Amount Forward			$ -	$ 3,359,019
U.S. Department of Labor:				
Pass-Through State of New Hampshire Department of Resources and Economic Development				
WIOA Cluster				
WIOA Adult Program	17.258	02-6000618	$ 73,162	$ 1,234,796
WIOA Dislocated Worker Formula Grants	17.278	02-6000618	17,282	122,677
Total WIOA Cluster			90,444	1,357,473
Senior Community Service Employment Program	17.235	02-6000618	-	4,062
Workforce Investment Act (WIA) Dislocated Worker National Reserve Demonstration Grants	17.280	02-6000618	-	1,258,590
Total U.S. Department of Labor			$ 90,444	$ 2,620,125
U.S. Department of Treasury:				
Pass-Through State of New Hampshire Governor's Office of Strategic Initiatives				
Coronavirus Relief Fund - COVID	21.019		$ -	$ 6,346,350
Emergency Rental Assistance Program - COVID	21.023	ERA0012 and ERA0435	-	16,171,517
Pass-Through State of New Hampshire Department of Health and Human Services				
Coronavirus Relief Fund - COVID	21.019	SS-2021-DEHS-05-CHILD-01	-	249,873
Total U.S. Department of Treasury:			$ -	$ 22,767,740
U.S. Department of Energy:				
Pass-Through State of New Hampshire Governor's Office of Strategic Initiatives				
Weatherization Assistance for Low-Income Persons	81.042	EE0007935	$ -	$ 564,342
Total U.S. Department of Energy:			$ -	$ 564,342
U.S. Department of Education:				
Pass-Through State of New Hampshire Department Of Education				
Adult Education - Basic Grants to States	84.002	67011-ABE	$ -	$ 118,530
Total U.S. Department of Education			$ -	$ 118,530
Corporation for National and Community Services:				
Direct Program				
Retired and Senior Volunteer Program	94.002	20SRANH002	$ -	$ 110,300
Total Corporation for National and Community Services			$ -	$ 110,300
Subtotal			$ 90,444	$ 29,540,056

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED JULY 31, 2021

Federal Grantor Pass-through Grantor Program or Cluster Title		Federal CFDA Number	Pass-Through Identifying Number	Subrecipient Expenditures	Federal Expenditures
Amount Forward				$ 90,444	$ 29,540,056
U.S. Department of Health and Human Services:					
Direct Program					
Head Start Cluster					
Head Start		93.600	01CH01060203	$ -	$ 7,178,936
		93.600	01HP00024102	-	315,971
		93.600	01HP00024101C3	-	5,408
	COVID	93.600	01CH01060203C3	-	175,293
	COVID	93.600	01HE00047401C5	-	11,487
Total Head Start Cluster				-	7,687,095
Pass-Through State of New Hampshire Office of Strategic Initiatives					
Low-Income Home Energy Assistance		93.568	G-20B1NHLIEA	-	7,991,223
	COVID	93.568	G-2001NHE5C3	-	82,143
		93.568	G-2101NHLIEA	-	951,365
				-	9,024,731
Pass-Through State of New Hampshire Department Of Health and Human Services					
Temporary Assistance for Needy Families		93.558	18NHTANF	88,647	2,637,339
Community Services Block Grant		93.569	2001NHCSC3	-	1,656,218
	COVID	93.569	2001NHCSC3	-	174,632
				88,647	1,830,850
Community Services Block Grant Discretionary Awards		93.570	2001NHCSC3	-	28,904
Aging Cluster					
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers		93.044	18AANHT3SS	-	18,610
CCDF Cluster					
Child Care and Development Block Grant		93.575	2001NHCCDF	-	1,119,549
		93.575	2101NHCCDF	-	110,802
					1,230,351
Child Care Mandatory and Matching Funds of The Child Care and Development Fund		93.596	2001NHCCDF	-	876,921
Total CCDF Cluster				-	2,107,272
Pass-Through University of New Hampshire					
Every Student Succeeds Act/Preschool Development Grants		93.434	90TP0060	-	87,828
Total U.S. Department of Health and Human Services				$ 88,647	$ 23,422,629
TOTAL EXPENDITURES OF FEDERAL AWARDS				$ 179,091	$ 52,962,685

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

YEAR ENDED JULY 31, 2021

NOTE 1: BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Southern New Hampshire Services, Inc. and affiliate under programs of the federal government for the year ended July 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 Southern New Hampshire Services, Inc. and affiliate, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Southern New Hampshire Services, Inc. and affiliate.

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.

Pass-through entity identifying numbers are presented where available.

NOTE 3: HEAD START PROGRAMS CFDA #93.600

Due to the COVID-19 pandemic, the Organization was unable to meet its matching requirements in accordance with terms of the grant award. The Organization received a waiver from the Department of Health and Human Services due to the pandemic to remain in compliance with the grant award during the year ended July 31, 2021.

NOTE 4: INDIRECT COST RATE

Southern New Hampshire Services, Inc. and affiliate has negotiated an indirect cost rate of 9.50% with the Department of Health and Human Services.

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

YEAR ENDED JULY 31, 2021

Section I **Summary of Auditor's Results**

Financial Statements

Type of auditor's report issued:		Unmodified
Internal control over financial reporting: Material weakness(es) identified?	____Yes	√ No
Significant deficiency(ies) identified?	____Yes	√ None reported
Noncompliance material to financial statements noted?	____Yes	√ No

Federal Awards

Internal control over major programs: Material weakness(es) identified?	____Yes	√ No
Significant deficiency(ies) identified?	____Yes	√ None reported
Type of auditor's report issued on compliance for major programs:		Unmodified
Any audit findings disclosed that are required to be reported in accordance with CFR Section 200.156(a) of the Uniform Guidance?	____Yes	√ No

Identification of major programs:

Name of Federal Program or Cluster	CFDA Number
Coronavirus Relief Fund	21.019
Emergency Rental Assistance Program	21.023
WIOA Cluster	17.258 / 17.278
CCDF Cluster	93.575 / 93.596

Dollar threshold used to distinguish between Type A and Type B programs:		$1,588,881
Auditee qualified as low-risk auditee?	√ Yes	____No

Section II **Financial Statement Findings**

No matters are reportable.

Section III **Federal Award Findings and Questioned Costs**

No matters are reportable.

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

FOR THE YEARS ENDED JULY 31, 2021 AND 2020

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

FINANCIAL STATEMENTS

JULY 31, 2021 AND 2020

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Southern New Hampshire Services, Inc. and Affiliate
Manchester, New Hampshire

Report on the Financial Statements

We have audited the accompanying combined financial statements of Southern New Hampshire Services, Inc. (a nonprofit organization) and affiliate, which comprise the combined statements of financial position as of July 31, 2021 and 2020, and 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.

Management's Responsibility for the Financial Statements

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organizations' preparation and fair presentation of the combined 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 Organizations' 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 combined financial statements.

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

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Opinion

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Southern New Hampshire Services, Inc. and affiliate as of July 31, 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.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 3, 2022, on our consideration of Southern New Hampshire Services, Inc. and affiliate'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 Southern New Hampshire Services, Inc. and affiliate'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 Southern New Hampshire Services, Inc. and affiliate's internal control over financial reporting and compliance.

Ouellette & Associates, P.A.
Certified Public Accountants

March 3, 2022
Lewiston, Maine

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF FINANCIAL POSITION

JULY 31, 2021 AND 2020

ASSETS

	2021	*2020*
CURRENT ASSETS		
Cash	$ 8,496,942	$ 6,456,196
Investments	10,396,716	9,102,421
Grants receivable	3,451,639	3,346,435
Accounts receivable	778,610	721,595
Prepaid expenses	136,692	159,842
Total current assets	23,260,599	19,786,489
FIXED ASSETS		
Land	3,045,918	3,050,918
Buildings and improvements	13,565,316	13,310,566
Vehicles and equipment	1,575,022	1,501,951
Total fixed assets	18,186,256	17,863,435
Less - accumulated depreciation	6,204,453	5,729,951
Net fixed assets	11,981,803	12,133,484
OTHER ASSETS		
Restricted cash	468,276	457,683
TOTAL ASSETS	$ 35,710,678	$ 32,377,656

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current portion of long-term debt	$ 79,998	$ 100,012
Accounts payable	691,695	729,100
Accrued payroll and payroll taxes	1,187,344	1,089,681
Accrued compensated absences	424,497	470,301
Accrued other liabilities	63,446	53,011
Refundable advances	1,424,138	336,800
Over applied overhead	179,676	180,479
Tenant security deposits	89,232	83,030
Total current liabilities	4,140,026	3,042,414
LONG-TERM LIABILITIES		
Long-term debt, less current portion	2,878,216	2,949,253
TOTAL LIABILITIES	7,018,242	5,991,667
NET ASSETS WITHOUT DONOR RESTRICTIONS	28,692,436	26,385,989
TOTAL LIABILITIES AND NET ASSETS	$ 35,710,678	$ 32,377,656

See independent auditor's report and accompanying notes to the financial statements.

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2021 AND 2020

	2021	*2020*
REVENUES, GAINS AND OTHER SUPPORT		
Grant revenue	$ 57,659,302	$ 38,244,769
Program service fees	822,662	796,505
Local funding	193,876	244,926
Rental income	1,227,156	1,191,263
Gifts and other contributions	301,421	201,839
Interest and dividend income	228,980	302,600
Unrealized gain on investments	1,066,602	398,423
Miscellaneous	744,238	462,291
TOTAL REVENUES, GAINS AND OTHER SUPPORT	62,244,237	41,842,616
EXPENSES		
Program services:		
Child development	9,606,743	9,330,031
Community services	1,363,706	1,505,420
Economic and workforce development	5,786,299	7,450,261
Energy	10,666,407	12,651,510
Language and literacy	302,502	430,934
Housing and homeless	23,360,337	490,824
Nutrition and health	2,111,260	2,307,558
Special projects	2,316,753	1,876,426
Volunteer services	112,210	127,449
SNHS Management Corporation	2,367,679	2,447,708
Total program services	57,993,896	38,618,121
Support services:		
Management and general	1,943,894	1,876,897
TOTAL EXPENSES	59,937,790	40,495,018
CHANGE IN NET ASSETS	2,306,447	1,347,598
NET ASSETS - BEGINNING OF YEAR	26,385,989	25,038,391
NET ASSETS - END OF YEAR	$ 28,692,436	$ 26,385,989

See independent auditor's report and accompanying notes to the financial statements.

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2021

	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health
EXPENSES							
Payroll	$ 5,475,948	$ 797,163	$ 2,740,989	$ 1,286,379	$ 204,412	$ 725,285	$ 912,550
Payroll taxes	409,962	59,844	204,551	97,778	15,619	54,970	68,761
Fringe benefits	1,677,891	138,364	623,172	382,294	23,750	112,040	242,822
Workers comp. insurance	127,833	9,424	6,924	11,934	6,245	2,469	27,215
Retirement benefits	375,917	69,893	194,325	96,055	8,755	16,206	74,893
Consultant and contractual	72,997	85,282	695,516	970,317	801	238,467	9,785
Travel and transportation	35,627	3,264	13,780	15,113	-	1,045	9,210
Conferences and meetings	-	7,250	-	2,245	-	-	1,914
Occupancy	569,678	136,788	540,570	123,460	24,409	23,349	49,916
Advertising	574	640	800	2,418	-	600	384
Supplies	286,505	32,374	12,180	61,729	7,224	53,747	25,794
Equip. rentals and maintenance	2,430	478	(4,515)	16,962	3,495	2,579	8,745
Insurance	22,375	28,204	9,341	27,769	-	527	3,822
Telephone	80,815	21,885	32,839	36,030	2,712	14,294	55,657
Postage	3,368	40	1,150	27,045	417	6,622	1,931
Printing and publications	40	-	-	6,012	1,156	-	-
Subscriptions	-	-	-	570	-	-	-
Program support	-	181,694	-	59,109	-	-	-
Interest	9,335	-	-	-	-	-	-
Depreciation	129,615	6,300	42,909	5,276	1,266	-	13,187
Assistance to clients	234,976	3,992	676,974	7,518,979	-	22,107,876	393,992
Other expense	167,824	-	10,872	2,937	-	300	224,649
Miscellaneous	37,305	1,391	915	1,424	2,241	830	1,905
In-kind	1,203,823	-	-	-	-	-	-
Gain on disposal of assets	-	-	-	-	-	-	-
SUBTOTAL	**10,924,838**	**1,584,270**	**5,803,292**	**10,751,835**	**302,502**	**23,361,206**	**2,127,132**
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	**(1,318,095)**	**(220,564)**	**(16,993)**	**(85,428)**	-	**(869)**	**(15,872)**
TOTAL EXPENSES	**$ 9,606,743**	**$ 1,363,706**	**$ 5,786,299**	**$ 10,666,407**	**$ 302,502**	**$ 23,360,337**	**$ 2,111,260**

See independent auditor's report and accompanying notes to the financial statements.

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)
FOR THE YEAR ENDED JULY 31, 2021

	Program Services				Support Services	
	Special Projects	Volunteer Services	SNHS Management Corporation	Total Program Services	Management and General	Total Expenses
EXPENSES						
Payroll	$ 84,906	$ 60,715	$ 579,614	$ 12,867,961	$ 1,290,991	$ 14,158,952
Payroll taxes	6,517	4,220	45,415	967,637	94,236	1,061,873
Fringe benefits	6,176	17,742	223,039	3,447,290	183,099	3,630,389
Workers comp. insurance	1,770	157	10,661	204,632	7,679	212,311
Retirement benefits	6,118	5,287	43,218	890,667	121,520	1,012,187
Consultant and contractual	2,122,049	2,780	129,628	4,327,622	106,077	4,433,699
Travel and transportation	1,141	1,973	33,587	114,740	4,283	119,023
Conferences and meetings	1,454	50	14,412	27,325	1,025	28,350
Occupancy	15,201	-	641,741	2,125,112	44,864	2,169,976
Advertising	-	1,766	3,232	10,414	25	10,439
Supplies	593	6,819	21,240	508,205	58,393	566,598
Equip. rentals and maintenance	2,645	41	8,933	41,793	1,457	43,250
Insurance	2,636	1,762	55,107	151,543	10,161	161,704
Telephone	3,079	2,633	26,997	276,941	6,779	283,720
Postage	-	605	1,470	42,648	13,123	55,771
Printing and publications	-	-	-	7,208	-	7,208
Subscriptions	-	900	630	2,100	-	2,100
Program support	560	-	45,948	287,311	-	287,311
Interest	-	-	51,209	60,544	-	60,544
Depreciation	60,191	-	405,478	664,222	2,670	666,892
Assistance to clients	2,101	-	24,342	30,963,232	-	30,963,232
Other expense	-	-	7,306	413,888	797	414,685
Miscellaneous	1,225	4,760	47,257	99,253	2,711	101,964
In-kind	-	-	-	1,203,823	-	1,203,823
Gain on disposal of assets	(1,049)	-	(2,349)	(3,398)	-	(3,398)
SUBTOTAL	2,317,313	112,210	2,418,115	59,702,713	1,949,890	61,652,603
Over applied indirect costs	-	-	-	-	(809)	(809)
Eliminations	(560)	-	(50,436)	(1,708,817)	(5,187)	(1,714,004)
TOTAL EXPENSES	$ 2,316,753	$ 112,210	$ 2,367,679	$ 57,993,896	$ 1,943,894	$ 59,937,790

See independent auditor's report and accompanying notes to the financial statements.

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
COMBINED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JULY 31, 2020

	Program Services						
	Child Development	Community Services	Economic Workforce Development	Energy	Language and Literacy	Housing and Homeless	Nutrition and Health
EXPENSES							
Payroll	$ 5,556,933	$ 933,868	$ 2,939,525	$ 1,521,964	$ 298,880	$ 88,866	$ 962,139
Payroll taxes	419,856	70,488	221,893	117,494	23,413	6,797	73,387
Fringe benefits	1,573,633	137,463	615,794	463,923	28,359	21,715	238,512
Workers comp. insurance	118,066	9,585	7,651	15,806	2,062	233	30,576
Retirement benefits	314,824	88,609	190,679	93,780	10,995	4,856	70,742
Consultant and contractual	56,270	70,777	1,775,844	1,802,601	5,095	370	14,752
Travel and transportation	87,659	10,526	55,412	17,022	600	1,006	29,296
Conferences and meetings	-	6,007	-	888	-	49	140
Occupancy	491,299	76,188	452,980	122,492	30,276	2,520	64,985
Advertising	2,664	3,955	2,990	1,171	50	8,169	424
Supplies	328,400	51,663	33,068	66,117	5,006	3,604	35,623
Equip. rentals and maintenance	6,553	2,447	21,351	12,146	2,943	-	10,096
Insurance	22,852	42,463	7,617	30,740	-	175	6,450
Telephone	89,596	16,857	30,761	31,439	2,726	2,023	41,068
Postage	4,825	165	1,568	30,220	330	385	3,720
Printing and publications	3,773	-	-	483	1,851	-	-
Subscriptions	-	-	-	524	-	-	-
Program support	-	20,345	-	60,826	3,676	-	-
Interest	9,529	-	-	-	-	-	-
Depreciation	72,782	5,656	41,477	3,191	938	-	10,294
Assistance to clients	7,850	-	1,084,147	8,336,006	-	349,246	420,251
Other expense	181,944	9,940	7,450	9,318	-	800	303,005
Miscellaneous	20,004	688	364	1,862	13,734	10	2,146
In-kind	1,472,831	-	-	-	-	-	-
Gain on disposal of assets	-	-	-	-	-	-	-
SUBTOTAL	10,842,143	1,557,690	7,490,571	12,740,013	430,934	490,824	2,317,606
Over applied indirect costs	-	-	-	-	-	-	-
Eliminations	(1,512,112)	(52,270)	(40,310)	(88,503)	-	-	(10,048)
TOTAL EXPENSES	$ 9,330,031	$ 1,505,420	$ 7,450,261	$12,651,510	$ 430,934	$ 490,824	$ 2,307,558

See independent auditor's report and accompanying notes to the financial statements.

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
COMBINED STATEMENT OF FUNCTIONAL EXPENSES (Continued)
FOR THE YEAR ENDED JULY 31, 2020

	Program Services				Support Services	
	Special Projects	Volunteer Services	SNHS Management Corporation	Total Program Services	Management and General	Total Expenses
EXPENSES						
Payroll	$ 95,518	$ 80,529	$ 688,044	$13,166,266	$ 1,258,963	$14,425,229
Payroll taxes	7,446	6,021	45,518	992,313	93,381	1,085,694
Fringe benefits	7,355	16,739	256,823	3,360,316	184,217	3,544,533
Workers comp. insurance	3,120	214	11,822	199,135	7,822	206,957
Retirement benefits	5,385	3,350	40,945	824,165	116,327	940,492
Consultant and contractual	1,659,372	449	136,778	5,522,308	87,416	5,609,724
Travel and transportation	4,805	5,163	41,940	253,429	4,639	258,068
Conferences and meetings	3,531	50	28,605	39,270	2,113	41,383
Occupancy	15,080	-	595,088	1,850,908	38,053	1,888,961
Advertising	-	400	1,270	21,093	-	21,093
Supplies	2,334	4,524	17,992	548,331	39,485	587,816
Equip. rentals and maintenance	4,971	63	15,835	76,405	1,398	77,803
Insurance	3,213	1,616	51,605	166,731	13,338	180,069
Telephone	2,700	2,350	29,193	248,713	6,146	254,859
Postage	7	632	1,207	43,059	15,840	58,899
Printing and publications	-	84	8	6,199	61	6,260
Subscriptions	-	-	534	1,058	-	1,058
Program support	3,317	-	222,373	310,537	-	310,537
Interest	-	-	55,013	64,542	-	64,542
Depreciation	46,914	-	388,881	570,133	673	570,806
Assistance to clients	12,708	-	68,129	10,278,337	-	10,278,337
Other expense	1,798	-	7,853	522,108	4,435	526,543
Miscellaneous	169	5,265	(30,823)	13,419	3,242	16,661
In-kind	-	-	-	1,472,831	-	1,472,831
Gain on disposal of assets	-	-	(2,450)	(2,450)	-	(2,450)
SUBTOTAL	1,879,743	127,449	2,672,183	40,549,156	1,877,549	42,426,705
Over applied indirect costs	-	-	-	-	3	3
Eliminations	(3,317)	-	(224,475)	(1,931,035)	(655)	(1,931,690)
TOTAL EXPENSES	$ 1,876,426	$ 127,449	$ 2,447,708	$38,618,121	$ 1,876,897	$40,495,018

See independent auditor's report and accompanying notes to the financial statements.

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

COMBINED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JULY 31, 2021 AND 2020

	2021	*2020*
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 2,306,447	$ 1,347,598
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	666,892	570,806
Gain on disposal of assets	(3,398)	(2,450)
Unrealized gain on investments	(1,066,602)	(398,423)
(Increase) decrease in operating assets:		
Contracts receivable	(105,204)	141,978
Accounts receivable	(57,015)	99,970
Prepaid expenses	23,150	(64,645)
Increase (decrease) in operating liabilities:		
Accounts payable	(37,405)	71,424
Accrued payroll and payroll taxes	97,663	43,876
Accrued compensated absences	(45,804)	110,482
Accrued other liabilities	10,435	(174,692)
Refundable advances	1,087,338	(691,943)
Over applied overhead	(803)	152,740
Tenant security deposits	6,202	(1,201)
Total adjustments	575,449	(142,078)
NET CASH FLOWS FROM OPERATING ACTIVITIES	2,881,896	1,205,520
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(560,313)	(1,304,678)
Proceeds from sale of fixed assets	48,500	9,400
Purchase of investments, reinvested dividends and capital gains	(227,693)	(298,308)
Deposit to restricted cash accounts	(10,593)	(46,103)
NET CASH FLOWS FROM INVESTING ACTIVITIES	(750,099)	(1,639,689)
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on long-term debt	(91,051)	(96,173)
CHANGE IN CASH AND CASH EQUIVALENTS	2,040,746	(530,342)
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	6,456,196	6,986,538
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 8,496,942	$ 6,456,196
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 60,544	$ 64,542

See independent auditor's report and accompanying notes to the financial statements.

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NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of the Organization

Southern New Hampshire Services, Inc. (SNHS) is a nonprofit umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in New Hampshire's Hillsborough County and Rockingham County. The Organization's programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. 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. Services are provided through Southern New Hampshire Services, Inc. and SNHS Management Corporation.

Basis of Accounting and Presentation

The Organization prepares its combined financial statements in accordance with accounting principles generally accepted in the United States of America, which involves the application of accrual accounting; and accordingly reflect all significant receivables, payables, and other liabilities. The financial statement presentation follows the recommendation of the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-14, *Not-For-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities*. Under ASU 2016-14, net assets, revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Organization and changes therein are classified and reported as follows:

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 fulfilled and removed by actions of the Organization pursuant to those stipulations 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 an increase 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 statement of activities.

The Organization has no net assets with donor restrictions at July 31, 2021 and 2020.

Combined Financial Statements

All significant intercompany items and transactions have been eliminated from the basic combined financial statements. The combined financial statements include the accounts of SNHS Management Corporation because Southern New Hampshire Services, Inc. controls more than 50% of the voting power.

Use of Estimates

The preparation of combined financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results may differ from these amounts.

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NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents
For the purpose of the combined statements of cash flows, the Organization considers all unrestricted highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The Organization has no cash equivalents at July 31, 2021 and 2020.

Current Vulnerabilities Due to Certain Concentrations
The Organization maintains its cash balances at several financial institutions located in New Hampshire and Maine. The balances are insured by the Federal Deposit Insurance Organization (FDIC) up to $250,000 per financial institution. In addition, on October 2, 2008, the Organization entered into an agreement with its principal banking partner to collateralize deposits in excess of the FDIC insurance limitation on some accounts. The balances, at times, may exceed amounts covered by the FDIC and collateralization agreements. It is the opinion of management that there is no significant risk with respect to these deposits at either July 31, 2021 and 2020.

Accounts and Contracts Receivable
All accounts and contracts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Receivables are recorded on the accrual basis of accounting primarily based on reimbursable contracts, grants, and agreements. Balances outstanding after management has used reasonable collection efforts are written off through a charge to bad debt expense and a credit to the applicable accounts receivable. Management does not believe an allowance for uncollectible accounts receivable is necessary at July 31, 2021 and 2020.

Support and Revenue Recognition

Contracts with Customers
Program fees are reported at the amount that reflects the consideration to which the Organization expects to be entitled for providing childcare services to its clients.

Generally, the Organization bills customers and third-party payors several days after the services are performed. Revenue is recognized as performance obligations are satisfied. Performance obligations are determined based on the nature of the services provided by the Organization. The Organization measures the performance obligations of its childcare services to the point when it is no longer required to provide services to the client, which is generally weekly for childcare services. These services are considered to be a single performance obligation. Revenue for performance obligations satisfied at a point in time is recognized when services are provided, and the Organization does not believe it is required to provide additional services to the client.

Based on the nature of services provided by the Organization and due to the fact that all of the Organization's performance obligations related to contracts with a duration of less than one year, the Organization has elected to apply the optional exemption provided in FASB ASC 606-10-50-14(a) and, therefore is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

The transaction price for childcare services is based on standard charges for services provided to clients. Under the terms of the State of New Hampshire Department of Health and Human Services childcare subsidy programs, reimbursement for childcare services provided may differ from established rates. It is the Organization's policy to set its rates to be consistent with current reimbursement rates. Therefore, amounts due do not include significant variable consideration subject to retroactive revenue adjustments due to settlement of reviews and audits.

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Support and Revenue Recognition - Continued

Contracts with Customers – Continued
The Organization has elected to apply the practical expedient allowed under FASB ASC 606-10-10-4 for applying the revenue standard to a portfolio of contracts with similar characteristics. The Organization accounts for the contracts within each portfolio as a collective group, rather than individual contracts, based on the payment pattern expected in each portfolio category and the similar nature and characteristics of the clients within each portfolio. The portfolios consist of major payor classes for childcare services. Based on historical collection trends and other analysis, the Organization has concluded that revenue for a given portfolio would not be materially different than if accounting for revenue on a contract-by-contract basis.

The Organization has also elected to apply the practical expedient allowed under FASB ASC 606-10-32-18 for the financing component, as the period of time between the service being provided and the time that the client or third-party payor pays for the service is typically one year or less.

Private Grant Revenue and Contributions
Private grant contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met. Support that is restricted by the donor is reported as an increase in net assets without donor restrictions, if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in 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 combined statements of activities as net assets released from restrictions.

Grants and Support
Grant revenue is derived from various federal grant agreements and various state and private entity pass-through grant agreements and contracts to provide funding support of the Organization's programs and services provided by the Organization including childcare, child development, social, health, nutrition, employment, language, energy, and special needs services to families enrolled in the Organization's programs. The Organization has evaluated its grant agreements against applicable accounting standard guidance and determined that the grant agreements are contributions (nonreciprocal transaction) conditioned upon certain performance requirements and/or incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenses in compliance with specific provisions of the grant agreements. Refundable advances result from unexpended balances from these conditional contributions and will be subsequently recognized as contribution revenue when donor conditions are met. Federal and state grant revenue comprised approximately 93% and 91% of total revenue in the fiscal years ended July 31, 2021 and 2020, respectively.

In-Kind Donations
In-kind revenues and expenses represent fair market value of volunteer services and non-paid goods which were donated to the Organization during the current fiscal year. All in-kind revenues in the fiscal year 2021 and 2020 were generated through the Head Start and Economic Workforce Development programs. Since the recognition criteria is not met under financial accounting standards, no in-kind revenues are recognized as contributions in the combined financial statements and the in-kind expenses have been eliminated.

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NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Investments
The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the combined statements of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying combined statements of activities.

Fixed Assets
Fixed assets acquired by the Organization are capitalized at cost if purchased or fair value if donated. It is the Organization's policy to capitalize expenditures for these items in excess of $5,000. Major additions and renewals are capitalized, while repairs and maintenance are expensed as incurred. Depreciation is calculated using the straight-line basis over the estimated useful lives of the assets, which range from three to forty years. Depreciation expense for July 31, 2021 and 2020 was $666,892 and $570,806, respectively.

Fixed assets purchased with grant funds are owned by the Organization while used in the program for which they were purchased or in other future authorized programs. However, the various funding sources have a reversionary interest in the fixed assets purchased with grant funds. The disposition of fixed assets, as well as the ownership of any proceeds is subject to funding source regulations.

Advertising
The Organization uses advertising to promote programs among the people it serves. The production costs of advertising are expensed as incurred.

Functional Allocation of Expenses
The Organization allocates its expenses on a functional basis among its various programs and support services. Expenses that can be identified with a specific program and support services are allocated directly according to their natural expenditure classification. Other expenses, that are common to several functions, are allocated by management based on effort. Supporting services are those related to operating and managing the Organization and its programs on a day-to-day basis. Supporting services have been sub-classified as follows:

Management and General - includes all activities related to the Organization's internal management.

Subsequent Events
Management has made an evaluation of subsequent events through March 3, 2022, which represents the date on which the combined financial statements were available to be issued and determined that any subsequent events that would require recognition or disclosure have been considered in the preparation of these combined financial statements.

NOTE 1: ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Recently Adopted Accounting Pronouncements

Revenue Recognition
In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers,* to clarify the principles for recognizing revenue and to develop a common revenue standard for U.S. GAAP and International Financial Reporting Standards. The core principle of the guidance requires entities to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The ASU was effective for fiscal periods beginning after December 15, 2018, however ASU 2020-05, *Revenue from Contracts with Customers (Topic 606) and Leases (Topic 842) – Effective Dates for Certain Entities,* allowed for a one-year deferral for implementation due to the coronavirus pandemic. The Organization implemented the guidance for the year ended July 31, 2021 combined financial statements. The adoption of this update did not result in adjustments to net assets, or any other account balance and no account has been affected in the current period by the application of the guidance.

Contributions
In June 2018, the FASB issued ASU No. 2018-08: *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. The issuance of this ASU was in response to the difficulty and diversity in practice of distinguishing between exchange transactions (reciprocal) and contributions (nonreciprocal), as well as distinguishing between conditional and unconditional contributions. The guidance is effective for the Organization's fiscal years beginning after June 15, 2018, with early adoption permitted. Management has adopted the ASU effective August 1, 2020, on a modified prospective basis. As a result, this ASU has been applied to the portion of revenue that has not been recognized before the effective date in accordance with current guidance. No prior period results have been restated, and there has been no cumulative-effect adjustment to the opening balance of net assets on August 1, 2020.

Recent Accounting Pronouncements

Leases
In February 2016, the FASB released ASU 2016-02, *Leases* (Topic 842), which provides users of the financial statements a more accurate picture of the assets and the long-term financial obligations of organizations that lease. The standard is for a dual-model approach; a lessee will account for most existing capital leases as Type A leases, and most existing operating leases as Type B leases. Both will be reported on the statement of financial condition of the organization for leases with a term exceeding 12 months. Lessors will see changes as well, primarily made to align with the revised model. The guidance is effective for non-public entities for fiscal years beginning after December 15, 2021, with early adoption permitted, The Organization will implement the guidance in its July 31, 2023 consolidated financial statements. Management is currently evaluating the impact of adoption on the Organization's financial statements.

NOTE 2: RESTRICTED CASH

The Organization, as stipulated in many of the loan agreements associated with the housing projects included in SNHS Management Corporation, is required to maintain separate accounts, and make monthly deposits into certain restricted reserves for the replacement of property and other expenditures. In addition, the Organization is required to maintain separate accounts for tenant security deposits and any surplus cash that may result from annual operations. These accounts are also not available for operating purposes and generally need additional approval from oversite agencies before withdrawal and use of these funds can occur.

NOTE 3: FAIR VALUE MEASUREMENTS

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

The three levels of the fair value hierarchy under Financial Accounting Standards Board Accounting Standards Codification 820, *Fair Value Measurements*, are described as follows:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the organization has the ability to access at the measurement date.

Level 2: Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly, such as:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3: Inputs that are unobservable for the asset or liability.

The following is a description of the valuation methodologies used for assets measured at fair value. There have been no changes in the methodologies used at July 31, 2021 and 2020.

Mutual Funds: Valued at the net asset value of shares held on the last trading day of the fiscal year, which is the basis for transactions at that date.

NOTE 3: FAIR VALUE MEASUREMENTS (Continued)

The following table sets forth by level, within the fair value hierarchy, the Organization's assets at fair value as of July 31, 2021 and 2020:

	2021			
	(Level 1)	**(Level 2)**	**(Level 3)**	**Total**
Mutual Funds	**$10,396,716**	**$ -**	**$ -**	**$10,396,716**

	2020			
	(Level 1)	(Level 2)	(Level 3)	Total
Mutual Funds	$ 9,102,421	$ -	$ -	$ 9,102,421

NOTE 4: INVESTMENTS

The following is a summary of investments as of July 31:

	2021			*2020*		
	Cost	**Fair Market Value**	**Unrealized Gains**	Cost	Fair Market Value	Unrealized Gains
Mutual Funds	**$8,839,069**	**$10,396,716**	**$1,557,648**	$8,611,376	$9,102,421	$ 491,045

The activities of the Organization's investment account are summarized as follows:

	2021	*2020*
Fair Value - Beginning of Year	**$ 9,102,421**	$8,405,690
Dividends and Capital Gains	**227,692**	298,308
Unrealized Gains	**1,066,603**	398,423
Fair Value - End of Year	**$10,396,716**	$9,102,421

NOTE 5: AVAILABILITY AND LIQUIDITY

The Organization's financial assets available for expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date comprise the following as of July 31:

	2021	2020
Cash and Cash Equivalents	$ 8,496,942	$ 6,456,196
Investments	10,396,716	9,102,421
Grants Receivable	3,451,639	3,346,435
Accounts Receivable	778,610	721,595
Total financial assets available within one year	$23,123,907	$19,626,647

None of the financial assets are subject to donor or other contractual restrictions. Accordingly, all such funds are available to meet the needs of the Organization in the next 12 months. In addition, the Organization maintains several reserve funds for property taxes, insurance expenses, and repair and replacement or emergency needs which are required by financing authorities. These funds may be withdrawn only with the approval of the financing authority and are not considered by the Organization to have donor restrictions.

The Organization manages its liquidity by developing and adopting annual operating budgets that provide sufficient funds for general expenditures in meeting its liabilities and other obligations as they become due.

NOTE 6: LONG-TERM DEBT

The following is a summary of long-term debt as of July 31:

	2021	*2020*
SNHS, Inc.		
Mortgage payable to City of Manchester, secured by real estate located in Manchester, NH. A balloon payment of $11,275 was due on June 30, 2010. Interest is at 0.000%. SNHS, Inc. is currently negotiating with the City of Manchester to obtain forgiveness.	**$ 11,275**	$ 11,275
Mortgage payable to bank, secured by real estate located on Temple St., Nashua, NH, payable in fixed monthly principal installments of $1,833 plus interest through 2020. The note was refinanced on October 1, 2020, payable in monthly installments of $2,182 plus interest through 2030. Interest is at 4.000% at July 31, 2021 and 2020.	**200,776**	218,502
Subtotal	**$ 212,051**	$ 229,777

NOTE 6: LONG-TERM DEBT (Continued)

	2021	2020
Subtotal Carried Forward	**$ 212,051**	$ 229,777
SNHS Management Corporation		
Mortgage payable to New Hampshire Housing Authority secured by real estate located on Pleasant St., Epping, NH, payable in monthly installments of $1,084 including interest through 2042. Interest is at 3.500%.	**188,106**	194,418
Mortgage payable to City of Nashua secured by real estate located on Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low-income housing for 30 years. Interest is at 10.000%, forgiven annually.	**900,000**	900,000
Note payable to City of Nashua secured by real estate located on Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low-income housing for 30 years. Interest is at 10.000%, forgiven annually.	**20,000**	20,000
Mortgage payable to New Hampshire Community Loan Fund secured by real estate located on, Vine St., Nashua, NH. Mortgage will be forgiven only if real estate remains low-income housing for 30 years. Interest is at 10.000%, forgiven annually.	**250,000**	250,000
Mortgage payable to bank, secured by real estate located on West Pearl St., Nashua, NH. Mortgage will be forgiven only if real estate remains low-income housing for 40 years. Interest is at 0.000%.	**170,000**	170,000
Mortgage payable to bank, secured by real estate located on Allds St., Nashua, NH, payable in fixed monthly principal installments of $2,613 plus interest through 2021. Interest is at 2.906% at July 31, 2021 and 2020.	-	26,131
Mortgage payable to MH Parsons and Sons Lumber, secured by real estate located on Crystal Ave., Derry, NH, payable in monthly installments of $3,715 including interest through 2031. Interest is at 5.500%.	**348,801**	373,238
Mortgage payable to New Hampshire Housing Authority secured by real estate located in Deerfield, NH, payable in monthly installments of $3,327 including interest through 2033. Interest is at 7.000%.	**326,332**	342,777
Subtotal	**$2,415,290**	$2,506,341

NOTE 6: LONG-TERM DEBT (Continued)

	2021	*2020*
Subtotal Carried Forward	**$2,415,290**	$2,506,341
Mortgage payable to New Hampshire Housing Authority secured by real estate located in Deerfield, NH with annual principal repayments equal to 25% of cash surplus due through 2032. Interest is at 0.000%.	**392,924**	392,924
Mortgage payable to New Hampshire Housing Authority secured by real estate located in Deerfield, NH with annual principal repayments equal to 25% of cash surplus due through 2032. Interest is at 0.000%.	**150,000**	150,000
	2,958,214	3,049,265
Less: Current Portion	**79,998**	100,012
Long-term debt, net of current portion	**$2,878,216**	$2,949,253

Principal maturities of long-term debt are as follows as of July 31:

2022	$ 79,998
2023	72,455
2024	76,399
2025	80,571
2026	84,984
Thereafter	2,563,807
Total	$2,958,214

NOTE 7: OPERATING LEASES

The Organization leases various facilities and equipment under several operating leases. Total lease payments for the years ended July 31, 2021 and 2020 equaled $865,098 and $681,354, respectively. The leases expire at various times through October 2025. Some of the leases contain renewal options that are contingent upon federal funding and some contain renewal options subject to renegotiation of lease terms. Annual leases with the Organization for the years ended July 31, 2021 and 2020 totaled $222,117 and $133,204, respectively. These leases have been eliminated in the combined financial statements.

The following is a schedule of future minimum lease payments for the operating leases as of July 31:

2022	$ 266,156
2023	77,617
2024	37,598
2025	36,096
Total	$ 417,467

NOTE 8: RETIREMENT BENEFITS

The Organization has an Employer-Sponsored 403(b) plan offering coverage to all of its employees. Participating employees must contribute at least 1% of their wages, while the Organization contributes 10% of their wages. The pension expense for the years ended July 31, 2021 and 2020 was $1,012,187 and $940,492, respectively.

NOTE 9: RISKS AND UNCERTAINTIES

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.

NOTE 10: CONTINGENCIES AND CONTINGENT LIABILITIES

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

Cotton Mill Square

In 2015, SNHS Management Corporation entered into a contract as part of the Community Development Investment Tax Credit Program with the Community Development Finance Authority (CDFA) and was awarded $1,000,000 to provide funding for the development and adaptive reuse of an abandoned historic cotton mill in downtown Nashua, NH. Under this program, the Project (Cotton Mill Square) created 109 units of housing and was required to reserve 55 of these units for low to moderate income households.

As stipulated by the contract and after a 20% program fee retained by the CDFA, SNHS Management Corporation entered into a subrecipient agreement with the owners of the Project (Cotton Mill Square LLC) to provide a promissory note and mortgage of the remaining award amount of $800,000. The 20 year note to Cotton Mill Square LLC is non-interest bearing and the principal is forgivable at a rate of 5% each year the Project maintains the required minimum of 55 low to moderate income household units.

The Cotton Mill Square Project was awarded the certificate of occupancy on August 22, 2014 and remains in full compliance with the required regulations as of July 31, 2021 and 2020. SNHS Management Corporation feels that it is extremely unlikely that the Project will fall into noncompliance in future periods. Therefore, SNHS Management Corporation has not recorded any contingent receivable or liability related to this transaction. The note repayment is accelerated if the units fall out of compliance.

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NOTE 10: CONTINGENCIES AND CONTINGENT LIABILITIES (Continued)

Cotton Mill Square (Continued)

In October of 2017, the subrecipient agreement with Cotton Mill Square LLC was amended to cease the annual 5% debt forgiveness. This modification effectively holds the promissory note balance at $720,000 which will now be forgiven in full at the end of the agreement as long as the Project maintains compliance with the original agreement's terms. This modification did not change the contingent receivable or liability with SNHS Management Corporation.

Coronavirus Pandemic

An outbreak of a novel strain coronavirus (COVID-19) has spread to the U.S. and in March 2020, the World Health Organization characterized COVID-19 as a pandemic. The Organization was unable to meet its matching requirements in accordance with the terms of its Head Start Programs grant award due to the COVID-19 pandemic but received a waiver from DHHS to remain in compliance. Many programs that historically had direct contact with participants were closed or changed significantly while staff was retained. However, the extent of the future impact of COVID-19 on the Organization's operational and financial performance is not known as of the date these financial statements were issued, but management will continue to monitor conditions as the COVID-19 pandemic continues and take further action if considered necessary.

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OUELLETTE & ASSOCIATES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Directors of
Southern New Hampshire Services, Inc. and Affiliate
Manchester, New Hampshire

We have audited the combined financial statements of Southern New Hampshire Services, Inc. (a nonprofit organization) and affiliate as of and for the years ended July 31, 2021 and 2020, and our report thereon dated March 3, 2022, which contained an unmodified opinion on those combined financial statements, appears on page 1. Our audits were performed for the purpose of forming an opinion on the combined financial statements as a whole.

The combining information in Schedules A and B (pages 23-24), the schedules of revenues and expenses - by grant (pages 25-29), required by the State of New Hampshire Governor's Office of Strategic Initiatives, and the required schedules and financial information for Whispering Pines II, J.B. Milette Manor, and Sherburne Woods (pages 30-49), required by the New Hampshire Housing Finance Authority are presented for purposes of additional analysis and are not a required part of the combined 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 combined financial statements. The combining information has been subjected to the auditing procedures applied in the audit of the combined financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the combined financial statements or to the combined 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 combined financial statements as a whole.

Ouellette & Associates, P.A.
Certified Public Accountants

March 3, 2022
Lewiston, Maine

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Schedule A

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
COMBINING SCHEDULE OF FINANCIAL POSITION
JULY 31, 2021

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
		ASSETS			
CURRENT ASSETS					
Cash	$ 175,062	$ 8,321,880	$ 8,496,942	$ -	$ 8,496,942
Investments	-	10,396,716	10,396,716	-	10,396,716
Grants receivable	3,419,743	31,896	3,451,639	-	3,451,639
Accounts receivable	-	778,610	778,610	-	778,610
Prepaid expenses	76,089	60,603	136,692	-	136,692
Due from other corporations	3,926,838	(1,525,081)	2,401,757	(2,401,757)	-
Total current assets	7,597,732	18,064,624	25,662,356	(2,401,757)	23,260,599
FIXED ASSETS					
Land	619,910	2,426,008	3,045,918	-	3,045,918
Buildings and improvements	2,221,578	11,343,738	13,565,316	-	13,565,316
Vehicles and equipment	1,320,322	254,700	1,575,022	-	1,575,022
Total fixed assets	4,161,810	14,024,446	18,186,256	-	18,186,256
Less - accumulated depreciation	1,683,134	4,521,319	6,204,453	-	6,204,453
Net fixed assets	2,478,676	9,503,127	11,981,803	-	11,981,803
OTHER ASSETS					
Restricted cash	29,235	439,041	468,276	-	468,276
TOTAL ASSETS	$ 10,105,643	$ 28,006,792	$ 38,112,435	$ (2,401,757)	$ 35,710,678
		LIABILITIES AND NET ASSETS			
CURRENT LIABILITIES					
Current portion of long-term debt	$ 29,770	$ 50,228	$ 79,998	$ -	$ 79,998
Accounts payable	624,231	67,464	691,695	-	691,695
Accrued payroll and payroll taxes	254,234	933,110	1,187,344	-	1,187,344
Accrued compensated absences	-	424,497	424,497	-	424,497
Accrued other liabilities	50,755	12,691	63,446	-	63,446
Refundable advances	1,424,138	-	1,424,138	-	1,424,138
Over applied overhead	179,676	-	179,676		179,676
Tenant security deposits	30,528	58,704	89,232	-	89,232
Due to other corporations	1,341,985	1,059,772	2,401,757	(2,401,757)	-
Total current liabilities	3,935,317	2,606,466	6,541,783	(2,401,757)	4,140,026
LONG-TERM LIABILITIES					
Long-term debt, less current portion	182,281	2,695,935	2,878,216	-	2,878,216
TOTAL LIABILITIES	4,117,598	5,302,401	9,419,999	(2,401,757)	7,018,242
NET ASSETS WITHOUT DONOR RESTRICTIONS	5,988,045	22,704,391	28,692,436	-	28,692,436
TOTAL LIABILITIES AND NET ASSETS	$ 10,105,643	$ 28,006,792	$ 38,112,435	$ (2,401,757)	$ 35,710,678

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Schedule B

SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE
COMBINING SCHEDULE OF ACTIVITIES
FOR THE YEAR ENDED JULY 31, 2021

	SNHS, Inc.	SNHS Management Corporation	Sub-Total	Elimination	Total
REVENUES, GAINS AND OTHER SUPPORT					
Grant revenue	$ 57,946,613	$ -	$ 57,946,613	$ (287,311)	$ 57,659,302
Program service fees	2,329	820,333	822,662	-	822,662
Local funding	-	193,876	193,876	-	193,876
Rental income	-	1,227,156	1,227,156	-	1,227,156
Gifts and other contributions	185,272	116,149	301,421	-	301,421
Interest Income	155	228,825	228,980	-	228,980
Unrealized gain on investments	-	1,066,602	1,066,602	-	1,066,602
In-kind	1,203,823	-	1,203,823	(1,203,823)	-
Miscellaneous	550,075	417,033	967,108	(222,870)	744,238
TOTAL REVENUES, GAINS AND OTHER SUPPORT	59,888,267	4,069,974	63,958,241	(1,714,004)	62,244,237
EXPENSES					
Program services:					
Child Development	10,924,838	-	10,924,838	(1,318,095)	9,606,743
Community Services	1,584,270	-	1,584,270	(220,564)	1,363,706
Economic and Workforce Dev.	5,803,292	-	5,803,292	(16,993)	5,786,299
Energy	10,751,835	-	10,751,835	(85,428)	10,666,407
Language and Literacy	302,502	-	302,502	-	302,502
Housing and Homeless	23,361,206	-	23,361,206	(869)	23,360,337
Nutrition and Health	2,127,132	-	2,127,132	(15,872)	2,111,260
Special Projects	2,317,313	-	2,317,313	(560)	2,316,753
Volunteer Services	112,210	-	112,210	-	112,210
SNHS Management Corporation	-	2,418,115	2,418,115	(50,436)	2,367,679
Total program services	57,284,598	2,418,115	59,702,713	(1,708,817)	57,993,896
Support services:					
Management and general	1,949,081	-	1,949,081	(5,187)	1,943,894
TOTAL EXPENSES	59,233,679	2,418,115	61,651,794	(1,714,004)	59,937,790
CHANGE IN NET ASSETS	654,588	1,651,859	2,306,447	-	2,306,447
NET ASSETS - BEGINNING OF YEAR	5,333,457	21,052,532	26,385,989	-	26,385,989
NET ASSETS - END OF YEAR	$ 5,988,045	$ 22,704,391	$ 28,692,436	$ -	$ 28,692,436

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY GRANT

FOR THE YEAR ENDED JULY 31, 2021

State of NH Governor's Office of Strategic Initiatives
Head start Program
For the Period
August 1, 2020 to July 31, 2021
Fund # 305

REVENUES	
Program funding	$ 5,744,821
In-kind	1,055,443
Allocated corporate unrestricted revenue	18,027
Total revenue	6,818,291
EXPENSES	
Payroll	2,971,787
Payroll taxes	222,486
Fringe benefits	1,002,519
Workers comp. insurance	67,870
Retirement benefits	218,254
Consultant and contractual	41,070
Travel and transportation	27,457
Occupancy	353,209
Advertising	434
Supplies	189,024
Equip. rentals and maintenance	2,213
Insurance	13,873
Telephone	34,794
Postage	1,119
Printing and publications	40
Depreciation	24,089
Assistance to clients	12,259
Other expense	61,278
Miscellaneous	24,106
In-kind	1,055,443
Administrative costs	494,967
Total expenses	6,818,291
Excess of expenses over revenue	$ -

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY GRANT

FOR THE YEAR ENDED JULY 31, 2021

State of NH Governor's Office of Strategic Initiatives
LIHEAP Program
For the Period
October 1, 2020 to July 31, 2021
Fund # 630-20

REVENUES		
Program funding	$	8,010,833
Other revenue		50
Allocated corporate unrestricted revenue		2,167
Total revenue		8,013,050
EXPENSES		
Payroll		236,761
Payroll taxes		17,758
Fringe benefits		82,919
Workers comp. insurance		590
Retirement benefits		15,257
Consultant and contractual		18,181
Travel and transportation		5,301
Conference and meetings		328
Occupancy		47,143
Advertising		366
Supplies		18,751
Equip. rentals and maintenance		1,805
Insurance		835
Telephone		15,952
Postage		13,273
Printing and publications		3,006
Subscriptions		285
Program support		39,653
Depreciation		2,163
Assistance to clients		7,448,172
Other expense		5
Miscellaneous		599
Administrative costs		43,947
Total expenses		8,013,050
Excess of expenses over revenue	$	-

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY GRANT

FOR THE YEAR ENDED JULY 31, 2021

State of NH Governor's Office of Strategic Initiatives
LIHEAP Program
For the Period
August 1, 2020 to September 30, 2020
Fund # 630-19

REVENUES	
Program funding	$ 137,270
Total revenue	137,270
EXPENSES	
Payroll	66,838
Payroll taxes	5,031
Fringe benefits	25,140
Workers comp. insurance	189
Retirement benefits	3,732
Consultant and contractual	5,533
Travel and transportation	857
Occupancy	7,200
Advertising	50
Supplies	2,678
Equip. rentals and maintenance	460
Insurance	1,807
Telephone	2,089
Postage	1,217
Program support	3,649
Assistance to clients	(343)
Miscellaneous	28
Administrative costs	11,115
Total expenses	137,270
Excess of expenses over revenue	$ -

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY GRANT

FOR THE YEAR ENDED JULY 31, 2021

State of NH Governor's Office of Strategic Initiatives
Early Head start Program
For the Period
August 1, 2020 to July 31, 2021
Fund # 300

REVENUES	
Program funding	$ 1,434,114
In-kind	121,208
Allocated corporate unrestricted revenue	12,213
Total revenue	1,567,535
EXPENSES	
Payroll	767,184
Payroll taxes	57,829
Fringe benefits	222,132
Workers comp. insurance	17,389
Retirement benefits	49,041
Consultant and contractual	3,525
Travel and transportation	3,077
Occupancy	86,815
Advertising	75
Supplies	35,540
Equip. rentals and maintenance	42
Insurance	2,203
Telephone	21,161
Postage	55
Interest	9,335
Depreciation	29,938
Other expense	17,130
Miscellaneous	980
In-kind	121,208
Administrative costs	122,876
Total expenses	1,567,535
Excess of expenses over revenue	$ -

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SOUTHERN NEW HAMPSHIRE SERVICES, INC. AND AFFILIATE

SCHEDULE OF REVENUES AND EXPENSES - BY GRANT

FOR THE YEAR ENDED JULY 31, 2021

Electric Energy Assistance

For the Period
August 1, 2020 to July 31, 2021
Fund # 665

REVENUES		
Other revenue	$	669,174
Allocated corporate unrestricted revenue		1,018
Total revenue		670,192
EXPENSES		
Payroll		323,953
Payroll taxes		24,492
Fringe benefits		106,513
Workers comp. insurance		828
Retirement benefits		20,855
Consultant and contractual		23,368
Travel and transportation		3,189
Conference and meetings		328
Occupancy		53,321
Advertising		416
Supplies		24,416
Equip. rentals and maintenance		2,265
Insurance		2,424
Telephone		13,720
Postage		9,501
Printing and publications		3,006
Subscriptions		285
Depreciation		787
Other expense		5
Miscellaneous		347
Administrative costs		56,173
Total expenses		670,192
Excess of expenses over revenue	$	-

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WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

STATEMENTS OF FINANCIAL POSITION

JULY 31, 2021 AND 2020

ASSETS

	2021	*2020*
CURRENT ASSETS		
Cash - Operations	$ 30,530	15,319
Prepaid Expenses	7,405	8,433
Total Current Assets	37,935	23,752
DEPOSITS HELD IN TRUST, FUNDED		
Tenant Security Deposits	12,884	11,484
RESTRICTED DEPOSITS AND FUNDED RESERVES		
Replacement Reserve	21,712	40,591
Operating Reserve	79,373	79,253
Tax Escrow	5,228	8,531
Insurance Escrow	2,911	2,791
Total Restricted Deposits and Funded Reserves	109,224	131,166
RENTAL PROPERTY		
Land	166,600	166,600
Building and Building Improvements	592,108	580,758
Total Rental Property	758,708	747,358
Less Accumulated Depreciation	75,722	59,301
Net Rental Property	682,986	688,057
TOTAL ASSETS	$ 843,029	$ 854,459

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current Portion of Mortgage Loan Payable	$ 6,537	$ 6,312
Accounts Payable	2,488	5,548
Accrued Expenses	38	205
Total Current Liabilities	9,063	12,065
DEPOSIT LIABILITIES		
Tenant Security Deposit Liability	12,884	11,484
LONG-TERM LIABILITIES		
Due to Affiliate	29,019	18,312
Mortgage Loan Payable, Net of Current Portion	181,569	188,106
Total Long-Term Liabilities	210,588	206,418
Total Liabilities	232,535	229,967
NET ASSETS WITHOUT DONOR RESTRICTIONS	610,494	624,492
TOTAL LIABILITIES AND NET ASSETS	$ 843,029	$ 854,459

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WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2021 AND 2020

	2021	*2020*
RENTAL OPERATIONS		
Income		
Tenant Rental Income	$ **170,685**	$ 171,842
Laundry Income	**2,475**	2,275
Other Income	**1,684**	1,466
Interest Income - Unrestricted	**12**	14
Interest Income - Restricted	**211**	1,345
Total Income	**175,067**	176,942
Expenses (See Schedule)		
Administrative	**31,548**	42,309
Utilities	**45,016**	42,448
Maintenance	**62,604**	39,165
Depreciation	**16,421**	15,853
Interest - NHHFA Mortgage Note	**6,704**	6,921
General Expenses	**26,772**	35,878
Total Expenses	**189,065**	182,574
CHANGE IN NET ASSETS	**(13,998)**	(5,632)
NET ASSETS - BEGINNING OF YEAR	**624,492**	630,124
NET ASSETS - END OF YEAR	$ **610,494**	$ 624,492

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WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

SCHEDULES OF RENTAL OPERATIONS EXPENSES

FOR THE YEARS ENDED JULY 31, 2021 AND 2020

EXPENSES:	*2021*	*2020*
Administrative		
Management Fees	$ **14,400**	$ 14,400
Salaries and Wages	**6,781**	16,704
Fringe Benefits	**2,033**	4,701
Legal Expenses	**56**	-
Telephone	**3,153**	2,953
Other Administrative Expense	**5,125**	3,551
TOTAL ADMINISTRATIVE EXPENSE	**31,548**	42,309
Utilities		
Electricity	**19,887**	20,098
Fuel	**8,177**	9,677
Water and Sewer	**15,713**	11,613
Other Utility Expense	**1,239**	1,060
TOTAL UTILITY EXPENSE	**45,016**	42,448
Maintenance		
Custodial Supplies	**72**	318
Trash Removal	**2,245**	2,064
Snow Removal	**10,153**	10,951
Grounds/Landscaping	**-**	17
Elevator Repairs and Contract	**3,718**	5,045
Repairs (Materials)	**37,829**	17,218
Operation (Contract)	**8,587**	3,552
TOTAL MAINTENANCE EXPENSE	**62,604**	39,165
Depreciation	**16,421**	15,853
Interest - NHHFA Mortgage Note	**6,704**	6,921
General Expenses		
Real Estate Taxes	**19,163**	26,490
Payroll Taxes	**516**	1,273
Retirement Benefits	**631**	1,670
Workman's Compensation	**385**	915
Insurance	**6,077**	5,530
TOTAL GENERAL EXPENSES	**26,772**	35,878
TOTAL EXPENSES	$ **189,065**	$ 182,574

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WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2021

SOURCE OF FUNDS		
Rental Operations		
Income		
Tenant Paid Rent	$ 156,712	
HAP Rent Subsidy	13,973	
Total Rental Income		$ 170,685
Service Income	2,475	
Interest Income	12	
Commercial Income	-	
Other Income	1,684	
Total Rental Operations Receipts		174,856
Expenses		
Administrative	30,687	
Utilities	45,016	
Maintenance	65,664	
Interest - NHHFA Mortgage Note	6,704	
Interest - Other Notes	-	
General	26,772	
Other	-	
Total Rental Operations Disbursements		(174,843)
Cash Provided by Rental Operations		13
Amortization of Mortgage	6,312	
Cash Provided by Rental Operations After Debt Service		(6,299)
OTHER RECEIPTS		
Due to Management Agent	10,707	
Owner Advances	-	
Transfer from Restricted Cash Reserves and Escrows	68,568	
	-	
		79,275
OTHER DISBURSEMENTS OR TRANSFERS		
Transfers to Restricted Cash Reserves and Escrows	46,415	
Purchase of Fixed Assets	11,350	
Repayment of Owner Advances	-	
Other Partnership Expenses	-	
Transfers to Tenant Security Deposit Account	-	
		57,765
Net Increase or (Decrease) in Project Account Cash		15,211
Project Account Cash Balance at Beginning of Year		15,319
Project Account Cash Balance at End of Year		30,530
Composition of Project Account Cash Balance at End of Year		30,530
Petty Cash	-	
Unrestricted Reserve (if applicable)		
Decorating Reserve	-	
Operating Reserve	-	
Other Reserve	-	
Total Petty Cash and Unrestricted Reserves		-
Total Project Account Cash at End of Year		$ 30,530

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WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2020

SOURCE OF FUNDS		
Rental Operations		
Income		
Tenant Paid Rent	$ 148,881	
HAP Rent Subsidy	22,961	
Total Rental Income		$ 171,842
Service Income	2,275	
Interest Income	14	
Commercial Income	-	
Other Income	1,466	
Total Rental Operations Receipts		175,597
Expenses		
Administrative	45,446	
Utilities	42,448	
Maintenance	35,351	
Interest - NHHFA Mortgage Note	6,921	
Interest - Other Notes	-	
General	35,878	
Other	-	
Total Rental Operations Disbursements		(166,044)
Cash Provided by Rental Operations		9,553
Amortization of Mortgage	6,095	
Cash Provided by Rental Operations After Debt Service		3,458
OTHER RECEIPTS		
Due to Management Agent	(13,791)	
Owner Advances	-	
Transfer from Restricted Cash Reserves and Escrows	50,659	
	-	
		36,868
OTHER DISBURSEMENTS OR TRANSFERS		
Transfers to Restricted Cash Reserves and Escrows	43,739	
Purchase of Fixed Assets	-	
Repayment of Owner Advances	-	
Other Partnership Expenses	-	
Transfers to Tenant Security Deposit Account	-	
		43,739
Net Increase or (Decrease) in Project Account Cash		(3,413)
Project Account Cash Balance at Beginning of Year		18,732
Project Account Cash Balance at End of Year		15,319
Composition of Project Account Cash Balance at End of Year		15,319
Petty Cash	-	
Unrestricted Reserve (if applicable)		
Decorating Reserve	-	
Operating Reserve	-	
Other Reserve	-	
Total Petty Cash and Unrestricted Reserves		-
Total Project Account Cash at End of Year		$ 15,319

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WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS

FOR THE YEAR ENDED JULY 31, 2021

Description of Fund	Balance Beginning of Period	Deposits Transfers From Operations Account	Interest Earned	Withdrawals Transfers to Operations Account	Balance End of Period
Restricted Accounts:					
Insurance Escrow	$ 2,791	$ 7,840	$ 7	$ 7,727	$ 2,911
Tax Escrow	8,531	28,375	21	31,699	5,228
Replacement Reserve	40,591	10,200	63	29,142	21,712
Operating Reserve	79,253	-	120	-	79,373
Total Restricted Cash Reserves and Escrows	$ 131,166	$ 46,415	$ 211	$ 68,568	$ 109,224

SCHEDULE OF SURPLUS CASH CALCULATION

JULY 31, 2021

NET LOSS	$ (13,998)
ADD: DEPRECIATION	16,421
DEDUCT REQUIRED PRINCIPAL REPAYMENTS	6,312
DEDUCT REQUIRED PAYMENTS TO REPLACEMENT RESERVES	10,200
ADD/DEDUCT NHHFA APPROVED ITEMS	
Repair and Maintenance Expenses Reimbursed Through Replacement Reserves	29,142
SURPLUS CASH (DEFICIT)	$ 15,053

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WHISPERING PINES II
(FORMERLY: EPPING SENIOR HOUSING ASSOCIATES LIMITED PARTNERSHIP)
(PROJECT No. A199991-046)

YEAR-TO-DATE COMPILATION OF OWNERS' FEE/DISTRIBUTION

FOR THE YEAR ENDED JULY 31, 2021

YEAR	MAXIMUM ALLOWABLE DISTRIBUTION	DISTRIBUTION RECEIVED	BALANCE
12/31/2001	$ 243,855	$ -	$ 243,855
12/31/2002	$ 243,855	$ -	$ 487,710
12/31/2003	$ 243,855	$ 5,895	$ 725,670
12/31/2004	$ 243,855	$ 7,200	$ 962,325
12/31/2005	$ 243,855	$ -	$ 1,206,180
12/31/2006	$ 243,855	$ 6,120	$ 1,443,915
12/31/2007	$ 243,855	$ -	$ 1,687,770
12/31/2008	$ 243,855	$ -	$ 1,931,625
12/31/2009	$ 243,855	$ -	$ 2,175,480
12/31/2010	$ 243,855	$ -	$ 2,419,335
12/31/2011	$ 243,855	$ -	$ 2,663,190
12/31/2012	$ 243,855	$ -	$ 2,907,045
12/31/2013	$ 243,855	$ 7,200	$ 3,143,700
12/31/2014	$ 243,855	$ -	$ 3,387,555
12/31/2015	$ 243,855	$ -	$ 3,631,410
7/31/2016	$ 142,249	$ -	$ 3,773,659
7/31/2017	$ 243,855	$ -	$ 4,017,514
7/31/2018	$ 243,855	$ -	$ 4,261,369
7/31/2019	$ 243,855	$ -	$ 4,505,224
7/30/2020	$ 243,855	$ -	$ 4,749,079
7/30/2021	$ 243,855	$ -	$ 4,992,934

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J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

STATEMENTS OF FINANCIAL POSITION

JULY 31, 2021 AND 2020

ASSETS

	2021	*2020*
CURRENT ASSETS		
Cash - Operations	$ 17,999	$ 19,889
Prepaid Expenses	9,077	9,178
Total Current Assets	27,076	29,067
DEPOSITS HELD IN TRUST, FUNDED		
Tenant Security Deposits	16,746	16,316
RESTRICTED DEPOSITS AND FUNDED RESERVES		
Replacement Reserve	99,929	84,264
Operating Reserve	70,015	69,966
Tax Escrow	6,552	6,548
Total Restricted Deposits and Funded Reserves	176,496	160,778
RENTAL PROPERTY		
Land	176,000	176,000
Building and Building Improvements	1,157,330	1,157,330
Total Rental Property	1,333,330	1,333,330
Less Accumulated Depreciation	153,032	121,276
Net Rental Property	1,180,298	1,212,054
TOTAL ASSETS	$ 1,400,616	$ 1,418,215

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts Payable	$ 2,203	$ 2,908
Accrued Expenses	1,081	714
Total Current Liabilities	3,284	3,622
DEPOSIT LIABILITIES		
Tenant Security Deposit Liability	16,763	16,332
LONG-TERM LIABILITIES		
Due to Affiliate	49,710	45,834
Mortgage Loan Payable, Net of Current Portion	1,170,000	1,170,000
Total Long-Term Liabilities	1,219,710	1,215,834
Total Liabilities	1,239,757	1,235,788
NET ASSETS WITHOUT DONOR RESTRICTIONS	160,859	182,427
TOTAL LIABILITIES AND NET ASSETS	$ 1,400,616	$ 1,418,215

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J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2021 AND 2020

	2021	*2020*
RENTAL OPERATIONS		
Income		
Tenant Rental Income	**$ 206,568**	$ 209,157
Laundry Income	**1,527**	1,355
Other Income	**-**	150
Interest Income - Unrestricted	**15**	21
Interest Income - Restricted	**118**	124
Total Income	**208,228**	210,807
Expenses (See Schedule)		
Administrative	**53,312**	60,452
Utilities	**61,643**	59,251
Maintenance	**48,666**	66,329
Depreciation	**31,755**	31,397
General Expenses	**34,420**	32,437
Total Expenses	**229,796**	249,866
CHANGE IN NET ASSETS	**(21,568)**	(39,059)
NET ASSETS - BEGINNING OF YEAR	**182,427**	221,486
NET ASSETS - END OF YEAR	**$ 160,859**	$ 182,427

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J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)
SCHEDULES OF RENTAL OPERATIONS EXPENSES
FOR THE YEARS ENDED JULY 31, 2021 AND 2020

EXPENSES:	*2021*	*2020*
Administrative		
Advertising	$ -	$ 25
Management Fees	17,688	17,688
Salaries and Wages	27,751	28,918
Fringe Benefits	3,582	8,636
Legal Expenses	20	446
Telephone	1,446	1,352
Other Administrative Expense	2,825	3,387
TOTAL ADMINISTRATIVE EXPENSE	53,312	60,452
Utilities		
Electricity	33,466	32,400
Fuel	14,900	15,602
Water and Sewer	11,865	10,067
Other Utility Expense	1,412	1,182
TOTAL UTILITY EXPENSE	61,643	59,251
Maintenance		
Custodial Supplies	1,115	689
Trash Removal	2,862	2,617
Snow Removal	7,971	4,170
Elevator Repairs and Contract	6,238	6,047
Repairs (Materials)	26,098	48,763
Repairs (Contract)	4,382	4,043
TOTAL MAINTENANCE EXPENSE	48,666	66,329
Depreciation	31,755	31,397
General Expenses		
Real Estate Taxes	22,098	20,974
Payroll Taxes	2,121	2,225
Workman's Compensation	1,120	827
Retirement Benefits	645	-
Insurance	8,436	8,411
TOTAL GENERAL EXPENSES	34,420	32,437
TOTAL EXPENSES	$ 229,796	$ 249,866

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J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2021

SOURCE OF FUNDS		
Rental Operations		
Income		
Tenant Paid Rent	$ 186,697	
HAP Rent Subsidy	19,871	
Total Rental Income		$ 206,568
Service Income	1,527	
Interest Income	15	
Commercial Income	-	
Other Income	-	
Total Rental Operations Receipts		208,110
Expenses		
Administrative	52,844	
Utilities	61,643	
Maintenance	49,371	
Interest - NHHFA Mortgage Note	-	
Interest - Other Notes	-	
General	34,420	
Other	-	
Total Rental Operations Disbursements		(198,278)
Cash Provided by Rental Operations		9,832
Amortization of Mortgage	-	
Cash Provided by Rental Operations After Debt Service		9,832
OTHER RECEIPTS		
Due to Management Agent	3,876	
Owner Advances	-	
Transfer from Restricted Cash Reserves and Escrows	-	
	-	3,876
OTHER DISBURSEMENTS OR TRANSFERS		
Transfers to Restricted Cash Reserves and Escrows	15,600	
Purchase of Fixed Assets	-	
Repayment of Owner Advances	-	
Other Partnership Expenses	-	
Transfers to Tenant Security Deposit Account	(2)	
		15,598
Net Increase or (Decrease) in Project Account Cash		(1,890)
Project Account Cash Balance at Beginning of Year		19,889
Project Account Cash Balance at End of Year		17,999
Composition of Project Account Cash Balance at End of Year		17,999
Petty Cash	-	
Unrestricted Reserve (if applicable)		
Decorating Reserve	-	
Operating Reserve	-	
Other Reserve	-	
Total Petty Cash and Unrestricted Reserves		-
Total Project Account Cash at End of Year		$ 17,999

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J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2020

SOURCE OF FUNDS		
Rental Operations		
Income		
Tenant Paid Rent	$ 180,736	
HAP Rent Subsidy	28,421	
Total Rental Income		$ 209,157
Service Income	1,355	
Interest Income	21	
Commercial Income	-	
Other Income	150	
Total Rental Operations Receipts		210,683
Expenses		
Administrative	62,467	
Utilities	59,251	
Maintenance	64,776	
Interest - NHHFA Mortgage Note	-	
Interest - Other Notes	-	
General	32,437	
Other	-	
Total Rental Operations Disbursements		(218,931)
Cash Provided by Rental Operations		(8,248)
Amortization of Mortgage	-	
Cash Provided by Rental Operations After Debt Service		(8,248)
OTHER RECEIPTS		
Due to Management Agent	217	
Owner Advances	-	
Transfer from Restricted Cash Reserves and Escrows	112,474	
	-	
		112,691
OTHER DISBURSEMENTS OR TRANSFERS		
Transfers to Restricted Cash Reserves and Escrows	15,600	
Purchase of Fixed Assets	-	
Repayment of Owner Advances	85,955	
Other Partnership Expenses	-	
Transfers to Tenant Security Deposit Account	-	
		101,555
Net Increase or (Decrease) in Project Account Cash		2,888
Project Account Cash Balance at Beginning of Year		17,001
Project Account Cash Balance at End of Year		19,889
Composition of Project Account Cash Balance at End of Year		19,889
Petty Cash	-	
Unrestricted Reserve (if applicable)		
Decorating Reserve	-	
Operating Reserve	-	
Other Reserve	-	
Total Petty Cash and Unrestricted Reserves		-
Total Project Account Cash at End of Year		$ 19,889

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J.B. MILETTE MANOR
(FORMERLY: J.B. MILETTE LIMITED PARTNERSHIP)

SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS

FOR THE YEAR ENDED JULY 31, 2021

Description of Fund	Balance Beginning of Period	Deposits Transfers From Operations Account	Interest Earned	Withdrawals Transfers to Operations Account	Balance End of Period
Restricted Accounts:					
Tax Escrow	$ 6,548	$ -	$ 4	$ -	$ 6,552
Replacement Reserve	84,264	15,600	65	-	99,929
Operating Reserve	69,966	-	49	-	70,015
Total Restricted Cash Reserves and Escrows	$ 160,778	$ 15,600	$ 118	$ -	$ 176,496

SCHEDULE OF SURPLUS CASH CALCULATION

JULY 31, 2021

NET LOSS	$ (21,568)
ADD: DEPRECIATION	31,755
DEDUCT REQUIRED PRINCIPAL REPAYMENTS	-
DEDUCT REQUIRED PAYMENTS TO REPLACEMENT RESERVES	15,600
ADD/DEDUCT NHHFA APPROVED ITEMS	
Repair and Maintenance Expenses Reimbursed Through Replacement Reserves	-
SURPLUS CASH (DEFICIT)	$ (5,413)

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SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT No. HAP PBA 901-02-05)

STATEMENTS OF FINANCIAL POSITION

JULY 31, 2021 AND 2020

ASSETS

	2021	*2020*
CURRENT ASSETS		
Cash - Operations	$ 80,916	$ 100,810
Prepaid Expenses	7,851	7,936
Total Current Assets	88,767	108,746
DEPOSITS HELD IN TRUST, FUNDED		
Tenant Security Deposits	15,517	14,871
RESTRICTED DEPOSITS AND FUNDED RESERVES		
Replacement Reserve	180,572	153,325
Operating Reserve	67,945	67,842
Tax Escrow	6,707	5,927
Insurance Escrow	3,046	3,480
Total Restricted Deposits and Funded Reserves	258,270	230,574
RENTAL PROPERTY		
Land	211,000	211,000
Building and Building Improvements	907,200	907,200
Total Rental Property	1,118,200	1,118,200
Less Accumulated Depreciation	75,935	52,355
Net Rental Property	1,042,265	1,065,845
TOTAL ASSETS	$ 1,404,819	$ 1,420,036

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Current Portion of Mortgage Loan Payable	$ 17,642	$ 16,453
Accounts Payable	2,214	370
Accrued Expenses	38	-
Total Current Liabilities	19,894	16,823
DEPOSIT LIABILITIES		
Tenant Security Deposit Liability	15,467	14,822
LONG-TERM LIABILITIES		
Due to Affiliate	94,862	133,513
Mortgage Loan Payable, Net of Current Portion	851,614	869,248
Total Long-Term Liabilities	946,476	1,002,761
Total Liabilities	981,837	1,034,406
NET ASSETS WITHOUT DONOR RESTRICTIONS	422,982	385,630
TOTAL LIABILITIES AND NET ASSETS	$ 1,404,819	$ 1,420,036

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SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT No. HAP PBA 901-02-05)

STATEMENTS OF ACTIVITIES

FOR THE YEARS ENDED JULY 31, 2021 AND 2020

	2021	*2020*
RENTAL OPERATIONS		
Income		
Tenant Rental Income	**$ 266,018**	$ 250,537
Laundry Income	**2,670**	2,545
Other Income	**1,290**	1,084
Interest Income - Unrestricted	**53**	68
Interest Income - Restricted	**370**	2,320
Total Income	**270,401**	256,554
Expenses (See Schedule)		
Administrative	**29,567**	44,581
Utilities	**34,566**	33,892
Maintenance	**89,326**	68,243
Depreciation	**23,580**	23,580
Interest - NHHFA Mortgage Note	**23,473**	24,582
General Expenses	**32,537**	34,005
Total Expenses	**233,049**	228,883
CHANGE IN NET ASSETS	**37,352**	27,671
NET ASSETS - BEGINNING OF YEAR	**385,630**	357,959
NET ASSETS - END OF YEAR	**$ 422,982**	$ 385,630

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SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT No. HAP PBA 901-02-05)

SCHEDULES OF RENTAL OPERATIONS EXPENSES

FOR THE YEARS ENDED JULY 31, 2021 AND 2020

EXPENSES:	*2021*	*2020*
Administrative		
Advertising	$ 25	$ 150
Management Fees	18,000	18,000
Salaries and Wages	1,909	16,085
Fringe Benefits	104	4,911
Legal Expenses	284	-
Telephone	2,372	2,299
Other Administrative Expense	6,873	3,136
TOTAL ADMINISTRATIVE EXPENSE	29,567	44,581
Utilities		
Electricity	20,810	20,299
Fuel	7,886	9,276
Water and Sewer	4,339	2,425
Other Utility Expense	1,531	1,892
TOTAL UTILITY EXPENSE	34,566	33,892
Maintenance		
Custodial Supplies	-	121
Trash Removal	2,789	3,170
Snow Removal	28,761	21,724
Repairs (Materials)	37,218	43,228
Repairs (Contract)	20,558	-
TOTAL MAINTENANCE EXPENSE	89,326	68,243
Depreciation	23,580	23,580
Interest - NHHFA Mortgage Note	23,473	24,582
General Expenses		
Real Estate Taxes	26,926	26,673
Payroll Taxes	146	1,237
Workman's Compensation	105	788
Retirement benefits	144	276
Insurance	5,216	5,031
TOTAL GENERAL EXPENSES	32,537	34,005
TOTAL EXPENSES	$ 233,049	$ 228,883

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SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT No. HAP PBA 901-02-05)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2021

SOURCE OF FUNDS		
Rental Operations		
Income		
Tenant Paid Rent	$ 123,489	
HAP Rent Subsidy	142,529	
Total Rental Income		$ 266,018
Service Income	2,670	
Interest Income	53	
Commercial Income	-	
Other Income	1,290	
Total Rental Operations Receipts		270,031
Expenses		
Administrative	29,444	
Utilities	34,566	
Maintenance	87,482	
Interest - NHHFA Mortgage Note	23,473	
Interest - Other Notes	-	
General	32,537	
Other	-	
Total Rental Operations Disbursements		(207,502)
Cash Provided by Rental Operations		62,529
Amortization of Mortgage	16,445	
Cash Provided by Rental Operations After Debt Service		46,084
OTHER RECEIPTS		
Due to Management Agent	-	
Owner Advances	-	
Transfer from Restricted Cash Reserves	32,642	
and Escrows	-	
		32,642
OTHER DISBURSEMENTS OR TRANSFERS		
Transfers to Restricted Cash Reserves and Escrows	59,968	
Purchase of Fixed Assets	-	
Repayment of Owner Advances	38,651	
Other Partnership Expenses	1	
Transfers to Tenant Security Deposit Account	-	
		98,620
Net Increase or (Decrease) in Project Account Cash		(19,894)
Project Account Cash Balance at Beginning of Year		100,810
Project Account Cash Balance at End of Year		80,916
Composition of Project Account Cash Balance at End of Year		80,916
Petty Cash	-	
Unrestricted Reserve (if applicable)		
Decorating Reserve	-	
Operating Reserve	-	
Other Reserve	-	
Total Petty Cash and Unrestricted Reserves		-
Total Project Account Cash at End of Year		$ 80,916

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SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT No. HAP PBA 901-02-05)

SCHEDULE OF RECEIPTS AND DISBURSEMENTS
PROJECT OPERATING ACCOUNT

FOR THE YEAR ENDED JULY 31, 2020

SOURCE OF FUNDS		
Rental Operations		
Income		
Tenant Paid Rent	$ 113,921	
HAP Rent Subsidy	136,616	
Total Rental Income		$ 250,537
Service Income	2,545	
Interest Income	68	
Commercial Income	-	
Other Income	1,084	
Total Rental Operations Receipts		254,234
Expenses		
Administrative	46,393	
Utilities	33,892	
Maintenance	72,113	
Interest - NHHFA Mortgage Note	24,582	
Interest - Other Notes	-	
General	34,005	
Other	-	
Total Rental Operations Disbursements		(210,985)
Cash Provided by Rental Operations		43,249
Amortization of Mortgage	15,337	
Cash Provided by Rental Operations After Debt Service		27,912
OTHER RECEIPTS		
Due to Management Agent	-	
Owner Advances	-	
Transfer from Restricted Cash Reserves	37,340	
and Escrows	-	
		37,340
OTHER DISBURSEMENTS OR TRANSFERS		
Transfers to Restricted Cash Reserves	58,154	
and Escrows		
Purchase of Fixed Assets	-	
Repayment of Owner Advances	(2,081)	
Other Partnership Expenses	(1)	
Transfers to Tenant Security Deposit Account	-	
		56,072
Net Increase or (Decrease) in Project Account Cash		9,180
Project Account Cash Balance at Beginning of Year		91,630
Project Account Cash Balance at End of Year		100,810
Composition of Project Account Cash Balance at End of Year		100,810
Petty Cash	-	
Unrestricted Reserve (if applicable)		
Decorating Reserve	-	
Operating Reserve	-	
Other Reserve	-	
Total Petty Cash and Unrestricted Reserves		-
Total Project Account Cash at End of Year		$ 100,810

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SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT No. HAP PBA 901-02-05)

SCHEDULE OF RESTRICTED CASH RESERVES AND ESCROWS

FOR THE YEAR ENDED JULY 31, 2021

Description of Fund	Balance Beginning of Period	Deposits Transfers From Operations Account	Interest Earned	Withdrawals Transfers to Operations Account	Balance End of Period
Restricted Accounts:					
Insurance Escrow	$ 3,480	$ 5,219	$ 7	$ 5,660	$ 3,046
Tax Escrow	5,927	27,749	13	26,982	6,707
Replacement Reserve	153,325	27,000	247	-	180,572
Operating Reserve	67,842	-	103	-	67,945
Total Restricted Cash Reserves and Escrows	$ 230,574	$ 59,968	$ 370	$ 32,642	$ 258,270

SCHEDULE OF SURPLUS CASH CALCULATION

JULY 31, 2021

NET INCOME	$ 37,352
ADD: DEPRECIATION	23,580
DEDUCT REQUIRED PRINCIPAL REPAYMENTS	16,445
DEDUCT REQUIRED PAYMENTS TO REPLACEMENT RESERVES	27,000
ADD/DEDUCT NHHFA APPROVED ITEMS	
Repair and Maintenance Expenses Reimbursed Through Replacement Reserves	-
SURPLUS CASH (DEFICIT)	$ 17,487

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SHERBURNE WOODS
(FORMERLY: SNHS DEERFIELD ELDERLY HOUSING LIMITED PARTNERSHIP)
(PROJECT No. HAP PBA 901-02-05)

YEAR-TO-DATE COMPILATION OF OWNERS' FEE/DISTRIBUTION

FOR THE YEAR ENDED JULY 31, 2021

YEAR	MAXIMUM ALLOWABLE DISTRIBUTION	DISTRIBUTION RECEIVED	BALANCE
12/31/2003	$ 113,850	$ -	$ 113,850
12/31/2004	$ 113,850	$ -	$ 227,700
12/31/2005	$ 113,850	$ -	$ 341,550
12/31/2006	$ 113,850	$ -	$ 455,400
12/31/2007	$ 113,850	$ -	$ 569,250
12/31/2008	$ 113,850	$ -	$ 683,100
12/31/2009	$ 113,850	$ -	$ 796,950
12/31/2010	$ 113,850	$ -	$ 910,800
12/31/2011	$ 113,850	$ -	$ 1,024,650
12/31/2012	$ 113,850	$ -	$ 1,138,500
12/31/2013	$ 113,850	$ -	$ 1,252,350
12/31/2014	$ 113,850	$ -	$ 1,366,200
12/31/2015	$ 113,850	$ -	$ 1,480,050
12/30/2016	$ 113,850	$ -	$ 1,593,900
12/30/2017	$ 113,850	$ -	$ 1,707,750
7/31/2018	$ 66,413	$ -	$ 1,774,163
7/31/2019	$ 113,850	$ -	$ 1,888,013
7/30/2020	$ 113,850	$ -	$ 2,001,863
7/30/2021	$ 113,850	$ -	$ 2,115,713

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Southern New Hampshire Services, Inc.
Board of Directors
November 2022

Senator Lou D'Allesandro, Chairman
Dr. Kevin Moriarty, Vice Chairman
Thomas Mullins, Esq., Treasurer
Orville Kerr, Secretary
Representative Sherm Packard
Commissioner Toni Pappas
James Brown
Molliy Driver
Carrie Marshall Gross
Anna Hamel
Bonnie Henault
Wanda Kennerson
Kathleen Mackin
German Ortiz
Peter Ramsey

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DONNALEE LOZEAU

Community/Civic Involvement- Current

- NH Community Action Partnership
- HB4 Cliff Effect Working Group, Co-chair
- Governor's Office for Emergency Relief and Recovery Stakeholders Advisory Board, Chair
- Whole Family Approach to Jobs NH Chapter, Co-chair
- St. Joseph Hospital Board of Directors, Quality Council Chair
- St. Mary's Bank Supervisory Committee, Chair
- NH Healthy Families Board of Directors
- Mary's House Advisory Board
- The Plus Company
- NH Tomorrow Leadership Council
- Community College System of NH s
- American Council of Young Political Leaders, Alumni Member
- State Workforce Innovation Board

Community/Civic Involvement– Past

- Reaching Higher NH
- NH Center for Public Policies Studies
- Governor's Judicial Selection Commission
- Big Brothers Big Sisters Board of Directors, Past President
- Greater Nashua Dental Connection BOD, Founding Member
- Great American Downtown, Founding Member
- Domestic Violence Coordinating Council Nashua
- US Conference of Mayors
- No Labels
- Fix the Debt
- NH Center for Public Policy Studies
- Greater Nashua Chamber of Commerce, Director
- Greater Nashua Workforce Housing Coalition, Founding Member

EXPERIENCE

Southern New Hampshire Services, Inc. (www.SNHS.org)
Manchester, NH (January 2016-Present)

Chief Executive Officer

- Development and oversight of Community Action Partnership serving NH's two largest counties, Hillsborough and Rockingham
- Cooperation and engagement with local, state and federal agencies and organizations on issues and programs that intersect with the Community Action Mission
- Work to fundamentally enhance the delivery of service to targeted community to wrap services around clients and streamline the application process by implementing the Whole Family Approach

City of Nashua, New Hampshire (2008-2016) – Elected

Mayor

- Full time overall day to day management and operations of 2nd largest city in the state of NH with development and implementation of $245 million dollar (2016) annual budget
- Worked with elected boards including Board of Aldermen; Public Works; Board of Education and others to prioritize and balance budget requirements and the needs of the community
- Chaired Board of Public Works and the Finance Committee
- Successfully negotiated the City's purchase of the publicly traded water company (Pennichuck) after a prolonged case before the NHPUC and the NH Supreme Court

Southern New Hampshire Services, Inc. (1993 – 2008) Manchester, NH

Director of Program and Community Development

- Assessed the need for services throughout Hillsborough County through community outreach by developing partnerships, collaborations and new initiatives with service providers and businesses
- Negotiated purchases and contracts and presented projects before local boards, commissions and departments relative to housing, support services and economic development
- Designed and implemented strategies for developing working relationships with town and city officials, local service providers and appropriate private sector officials in order to project a positive image of Southern New Hampshire Services, Inc.
- Founded Mary's House 40 units of housing for homeless women and developed 219 units of Elderly Housing
- Pioneered initiatives for the Community Corrections and Academy Programs
- Expanded Head Start Services and developed the program and secured the site for Economic Opportunity Center

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Past Community/Civic Involvement Continued

- Greater Nashua Asset Building Coalition, Founding Member
- New Hampshire Charitable Foundation State Board, Member
- Eagle Board of Review

Education and Training

- CCAP, Certified Community Action Professional
- CCAP Proctor
- Rivier College, Nashua- Undergraduate work in Political Science
- Restaurant Management Institute
- Mediation and Alternative Dispute Resolution Training
- Leadership Institute, Aspen
- Justice of the Peace

NH State Representative, Hillsborough County, District 30 (1984 – 2000)-Elected

Deputy Speaker of the NH House of Representatives (1996 – 2000)

- Addressed constituent concerns
- Assisted Non-Profit organizations and local businesses with governmental concerns and steering legislation through the political process by working with members and leadership in the NH House of Representatives and the NH Senate and representatives of the Executive and Judicial branches
- Managed floor debates and supervised House Calendar content
- Responsible for functions of the House on behalf of or in the absence of the Speaker

Committee Assignments:

- House Rules Committee, Vice Chairman
- House Legislative Administration Committee
- Joint Facilities Committee
- New Member Orientation, Chair
- House Corrections and Criminal Justice Committee, Vice Chairman
- House Judiciary Committee
- Criminal Justice Sub-Committee, Chairman
- State and Federal Relations Committee

Appointments:

- Joint Legislative Performance Audit and Oversight Committee
- Juvenile Justice Commission, Chairman
- Supreme Court Guardian Ad Litem Committee
- Superior Court Alternative Dispute Resolution Committee
- Work Force Opportunity Council
- Interbranch Criminal and Juvenile Justice Council
  - Subcommittee on Offenders, Chairman
  - Space and Prison Programming
  - Juveniles Subcommittee, Co-Chair
- National Conference of State Legislatures Law and Justice. Vice Chair
- Council of State Governments Intergovernmental Affairs, Corrections and Public Safety

City Streets Restaurant, (1986-1991)
City Streets Diner, (2000 – 2003) Nashua, NH Co-Owner/Operator

- Operated 450 seat restaurant and banquet facility and effectively managed financial accounts, staff and licensing requirements

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RYAN CLOUTHIER

OBJECTIVE

Seeking a leadership role which will allow me the opportunity to utilize and build upon my knowledge and passion for the work performed by Community Action Agencies in the state of New Hampshire, while at the same time being the support and strength for the Communities we serve.

EXPERIENCE

Chief Operating Officer| Southern New Hampshire Services Inc.
FEB. 2018-PRESENT
Serving as part of the Executive Management Team and is responsible for providing inspiring leadership to the Southern New Hampshire Services (SNHS) senior management team and developing a performance culture to ensure the effective management of a comprehensive array of over sixty programs. The Chief Operating Officer will tie the various component programs including: nutrition; housing; energy; workforce development; income enhancement; education; and elderly services to the agency, to each other, and to the general community, by promoting and communicating the mission of Community Action. In conjunction with the Chief Executive Officer and Fiscal Officer the Chief Operating Officer provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of the program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission, and are in compliance with all federal, state, funding, and city regulations, certifications, and licensing requirements.

Energy and Housing Operations Director | Southern New Hampshire Services Inc.
2016 – 2018
Responsible for providing the various SNHS Energy and Crisis programs, Information Technology, Housing and Maintenance programs with mission, vision and leadership. Responsible for the planning, implementation, and evaluation of all facets of fiscal and program management, effectiveness while providing general oversight for all of the program's administration and day-to-day management, including budget management, grant writing and purchasing. Also responsible for maintaining a working relationship with governmental officials, local boards and agencies in developing and managing the programs. In conjunction with the Executive Director and Fiscal Officer this positions provides the stewardship of SNHS by being actively involved with the agency's high-performance senior leadership team in the development, implementation, and management of program content as well as annual budgets. Responsible for ensuring that services and programs provided fulfill the agency's mission and are in compliance with all federal, state, funding, city, certifications, and licensing requirements.

Energy Director | Southern New Hampshire Services Inc.
2013 – 2016
Responsible for coordination, implementation, budgeting, overall supervision and management of the Fuel and Electric Assistance Programs, Crisis Programs, Weatherization Program, Lead Hazard Control Program, and YouthBuild Program for Hillsborough and Rockingham Counties. Develop and Maintain relationships with federal, state and local grantors. Intervene on behalf of the Community Action pertaining to the Core Utility Weatherization Energy Efficiency Programs. Maintains a strong working relationships with OCA, NH Legal Assistance, Office of Strategic Initiative, DOE, Liberty Utilities, Eversource, NHEC, Unitil, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Participates in multiple Healthy Home strategic planning committees.

Weatherization Director | Southern New Hampshire Services Inc.
2006-2013
Responsible for coordination, implementation, budgeting, overall supervision and management of the Weatherization, Lead Abatement, and YouthBuild Programs for Hillsborough and Rockingham Counties. Developed and Maintain relationships with federal, state and local grantors. Intervened on behalf of the Community Action Association during the merge of Liberty Energy and National Grid Gas along with filings pertaining to the Core Energy Efficiency Programs. Developed strong working relationships with OCA, NH

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Legal Assistance, Office of Energy and Planning, DOE, Liberty Energy, Eversource, NHEC, Unitil, NHHFA, NREL, Apprise and other local non-profit and private companies in the industry. Served on the Department of Energy special task force designed to implement a National Best Practices Manual for JTA/KSA for Weatherization Energy Auditor Certification. Participated in a "One Touch" pilot effort which became a statewide practice and has received national recognition

Energy Auditor | Southern New Hampshire Services Inc.
2004 – 2006
Responsible for performing field energy audits of low income residential properties; record the data in written and computerized formats to determine cost effectiveness of conservation measures needed; generate work order specs for the contractors. Conduct proper follow through and field inspections to assure quality installations and client satisfaction.

Network Analyst | Genuity
2004 – 2006
Responsible for monitoring the Genuity Dial up network supporting AOL Domestic and International subscribers including Japan, USA and Canada. Responsibilities include isolating and troubleshooting problems/outages and configuration issues, on different types of Cisco routers, Lucent APX's, MAX's, and Nortel CVX's. Troubleshooting consists of isolating problems through head to head testing with different Telco's. Also responsible for creating, troubleshooting, and closing tickets in a group ticketing queue. Demonstrated strengths in the areas of interpersonal skills and negotiation.

EDUCATION

2000 NH Community Technical College
1994-1998: Dover High School
Other: Weatherization written and field certification, Department of Energy Quality Control Inspector Certification, multiple national and regional weatherization best practices trainings. Intro to Cisco routers, T1 and T3 design and troubleshooting training, ATM and Frame Relay network design training, LAN and WAN training, OC3, OC48, and OC192 design and troubleshooting training, BPI Energy Analyst. Lead contractor abatement Certification, RRP certification, OSHA 30 hour worker safety, DOE Lead Safe Weatherization certification.

SKILLS

- Problem solving
- New Business Development
- Social Media
- Public Speaking
- Data Analysis/Analytical thinking
- Strategic Planning
- Operations Management
- Contract Negotiations
- Team and Relationship building
- Planning and forecasting
- Budget and Financial management
- Leadership
- Community Assessment
- Computer skills specific to job include, TREAT, NEAT, OTTER, FAP/EAP Microsoft 365, PowerPoint, Outlook, Word, Excel, Web, EmpowOR and CSST and many others that can be beneficial.

ACTIVITIES/ACCOMPLISHMENTS

- Numerous press articles related to Weatherization including visits from the Assistant Secretary of Energy Efficiency from the Department of Energy and Vice President Joe Biden.
- Member of the City of Nashua Healthy Homes Strategic Planning Committee.
- Member of the City of Manchester Healthy Homes Strategic Planning Committee.
- Union Leader 40 under 40 Class of 2015.
- Vice President of the Neighbor helping Neighbor Board.
- Member of the Energy Efficiency and Sustainable Energy Board.
- Member of the Residential Ratepayers Advisory Board.

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JAMES M. CHAISSON

SUMMARY

Dedicated accounting professional with 8 years of non-profit experience and over 20 years of broad experience in manufacturing, distribution, reorganizations, mergers and acquisitions, sales/operations planning/forecasting and establishing & monitoring performance metrics in a manufacturing environment. Experienced in private and public corporations, including 8 years in a private equity environment with a strong focus on equity sponsor communication and liquidity management. Complete knowledge of P&L, balance sheet, cash flow and cost accounting. Proven skills at staff leadership, training and development in a team environment. Professional Experience:

- Fiscal Officer in nonprofit organization
- Controller in MFG & Distribution
- Treasury and Cash Flow Management
- Financial & Capital Budgeting, Reporting & Control
- Cost Accounting Manager
- General Accounting Manager
- Business Performance Metric Establishment and Measurement

PROFESSIONAL EXPEIRENCE

Southern New Hampshire Services, Manchester, NH — 5/2009-Present

Southern New Hampshire Services (SNHS) is a non-profit entity dedicated to helping people help themselves. SNHS accomplishes this through a variety of programs offered at centers, offices, clinics, and intake sights located throughout Rockingham and Hillsborough counties. The agency also oversees 29 housing facilities with approximately 1000 tenants. SNHS receives and administers $36 million in program funds annually with over 450 employees.

Chief Fiscal Officer — **1/2017 to Present**

- Oversee financial and accounting compliance, maintaining controls and managing potential business risks
- Manage the annual budget process and analysis activities
- Prepare presentation for Board of Directors meetings presenting the organization's financial results
- Develop and maintain banking relationships
- Manage the Annual Audit process

Senior Accountant — **5/2009-1/2017**

Assisted Fiscal Director in overseeing all fiscal and financial activities including compliance with federal, state, and funding source requirements as well as accordance with GAAP

- Developed and implemented indirect cost calculation and interfaced with General Ledger
- Monitored and prepared monthly budget vs actual reporting; recommended adjustments and forecast spending
- Created specialized reports for the individual grant's reporting requirements
- Designed allocation methods for properly billing shared items to individual grants and programs
- Prepared monthly agency program reviews for Fiscal Director's Board of Directors review

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James M. Chaisson

WOOD STRUCTURES, INC. Biddeford, ME **2001-4/2009**

WSI, is a highly leveraged business owned by Roark Capital, a private equity fund, headquartered in Atlanta, GA. WSI is a $70 million manufacturer of roof and floor trusses, wall panels and a distributor of engineered wood products. The company's products are sold into the residential and light commercial construction markets

Controller **2006-4/2009**

Managed all aspects of accounting and reporting in a truss manufacturing plant as well as an engineered wood products distribution location that included 2 locations in Maine and 1 in Massachusetts.

- Calculated and assisted in the management of the company's covenants
- Worked closely with senior management during the sale process from the seller (Harbour Group) and buyer (Roark Capital)
- Identified cost drivers and implemented process changes to reduce the monthly closing cycle from 18 to 5 days
- Conducted monthly reviews with the managers on financial results and measurement
- Oversaw the payroll function of 160+ employees

Accounting Manager **2001-2006**

Recruited to company to restore financial controls and establish best practices concerning both general ledger and cost accounting processes. Responsible for overseeing the accounting of 2 locations in Maine and 1 in Alabama.

- Established the reporting protocols of the company used by both equity sponsors
- Educated, motivated and developed a staff of 3 to succeed in their rolls of financial responsibility
- Identified and implemented processes and procedures for all intercompany sales, transfers, consolidation and eliminations
- Streamlined the payroll process that included transferring to an external supplier (ADP), which reduced cost by 40%
- Conducted physical inventories and defined their policies and procedure at all locations.

VISHAY SPRAGUE, Sanford, ME **1978-2001**

Vishay Sprague is a division of Vishay Intertechnology Inc. (NYSEL VSH) a global manufacturer of discrete semiconductors and passive electronic components. The Sprague Division manufactures solid tantalum capacitors with annual sales of $200 million and 1,400 employees.

Plant Cost Accounting Manager	**1997-2001**
Division General Accounting Manager	**1995-1997**
Division Operation Accountant	**1989-1995**
Division Fixed Asset Accountant	**1987-1989**
Master Engineering Technician	**1984-1987**
Lead Production Technician	**1978-1984**

EDUCATION

NASSON COLLEGER, Springvale, ME

B.S. in Business Administration

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SOUTHERN NEW HAMPSHIRE SERVICES, INC.
The Community Action Partnership serving Hillsborough and Rockingham Counties
Mailing Address: PO Box 5040, Manchester, NH 03108
40 Pine Street, Manchester, NH 03013
Telephone: (603) 668-8010 FAX: (603) 645-6734

List of Key Administrative Personnel
November 2022

Title	Name	Annual Salary	Percentage	Amount
Executive Director	Donnalee Lozeau	$201,874	0.00%	0
Deputy Director	Ryan Clouthier	$122,304	0.00%	0
Chief Financial Officer	James Chaisson	$137,137	0.00%	0

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

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May 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 enter into **Sole Source** amendments to existing contracts with the vendors listed below for the provision of community-based services and anti-poverty programs through the Community Services Block Grant (CSBG) by exercising the existing renewal option in the contracts by extending the completion date from September 30, 2022 to September 30, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on February 20, 2019, item #23. They were subsequently amended with Governor and Council approval on September 18, 2019, item #16, and most recently amended with Governor approval on May 6, 2021, and will be presented to the Executive Council as an informational item at a future meeting (item #TBD).

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Community Action Partnership of Strafford County	177200-B004	Strafford County	$2,220,250	$0	$2,220,250
Community Action Programs Belknap and Merrimack Counties	177203-B003	Belknap and Merrimack Counties	$2,697,906	$0	$2,697,906
Southern NH Services	177198-B006	Hillsborough and Rockingham Counties	$10,034,865	$0	$10,034,865

Southwestern Community Services	177511-R001	Cheshire and Sullivan County	$2,326,288	$0	$2,326,288
Tri-County Community Action Program	177195-B009	Grafton, Carroll, Coos County	$3,769,541	$0	$3,769,541
		Total:	**$21,048,850**	**$0**	**$21,048,850**

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022 and State Fiscal Year 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source. The five (5) Community Action Agencies are the only entities eligible to receive Community Services Block Grant funding in accordance with Public Law 105 – 285 – October 27, 1998 – Community Opportunities, Accountability, and Training and Educational Services Act of 1998.

The CSBG CARES Act funds are required to be used to help prevent, prepare for, or respond to impacts from the coronavirus. The purpose of this request is to extend the contracts and ensure these critically needed resources are available to Community Action Agencies to meet community needs at the local level due and address the economic impacts of the COVID-19 pandemic. The COVID-19 pandemic has resulted in financial challenges for many individuals due to changes to work hours, loss of employment, or lack of child care due changes in at-home learning. The increased demand in 'stop-gap' measures for individuals or families who do not qualify for government assistance has drastically increased over the last year. The upward trend of need continues as the State recovers from the COVID-19 pandemic.

At this time, the Department cannot determine the number of individuals to be served, as the agencies are in the process of assessing the need.

The Contractors provide services to individuals at the local level and assist them in becoming or remaining financially and socially independent. The Contractors will provide services to low-income individuals, including the elderly, who are impacted by the COVID-19 pandemic.

Some services provided may be 'stop gap' measures that are used in instances when an individual or family does not financially qualify for government assistance. The household may be in need of temporary assistance in order to get through a heating season or a temporary emergency that would otherwise result in the individual or family becoming eligible for full government assistance.

These Contractors administer a variety of programs including, but not limited to:

- Fuel and utility assistance.
- Neighbor Helping Neighbor programs.
- Rental assistance, security deposits and senior housing.

- Senior Community Service Employment Programs.
- Head Start.
- Supplemental Foods Women, Infants and Children (WIC).
- Weatherization.

As referenced in Exhibit C, Revisions to General Provisions, Section 3, Renewals, of the original contract, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for the one (1) remaining year available.

Should the Governor and Executive Council not authorize this request, funding to community programs, statewide may be limited. Limiting funds available, due to this public health emergency, at the community level will directly and negatively affect the citizens of New Hampshire. With heating and food costs rising on a daily basis, the federal funding for community programs is essential in order to deliver the assistance needed to eligible citizens, statewide.

Area served: Statewide

Source of Funds: CFDA #93.569. FAIN #2001NHCSC3.

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

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

05-095-045-450010-7148-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, CSBG

100% Federal Funds

Community Action Partnership of Strafford County Vendor # 177200-B004

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 317,530	$ -	$ 317,530
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 317,530	$ -	$ 317,530

Community Action Programs Belknap and Merrimack Counties Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 421,592	$ -	$ 421,592
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 421,592	$ -	$ 421,592

Southern NH Services Vendor # 177198-B006

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 1,906,268	$ -	$ 1,906,268
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 1,906,268	$ -	$ 1,906,268

Southwestern Community Services Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 326,688	$ -	$ 326,688
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 326,688	$ -	$ 326,688

Tri-County Community Action Prograr Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 615,318	$ -	$ 615,318
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 615,318	$ -	$ 615,318
		TOTAL		$ 3,587,396	$ -	$ 3,587,396

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

05-095-042-423010-80040000-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, CSBG
100% Federal Funds

Community Action Partnership of Strafford County Vendor # 177200-B004

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 559,911	$ -	$ 559,911
2021	102-500731	Contracts for Program Svcs	TBD	$ 409,464	$ 426,903	$ 836,367
2022	102-500731	Contracts for Program Svcs	TBD	$ 409,464	$ -	$ 409,464
2023	102-500731	Contracts for Program Svcs	TBD	$ 96,978	$ -	$ 96,978
		Sub Total		$ 1,475,817	$ 426,903	$ 1,902,720

Community Action Programs Belknap and Merrimack Counties Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 669,596	$ -	$ 669,596
2021	102-500731	Contracts for Program Svcs	TBD	$ 489,938	$ 510,805	$ 1,000,743
2022	102-500731	Contracts for Program Svcs	TBD	$ 489,938	$ -	$ 489,938
2023	102-500731	Contracts for Program Svcs	TBD	$ 116,037	$ -	$ 116,037
		Sub Total		$ 1,765,509	$ 510,805	$ 2,276,314

Southern NH Services Vendor # 177198-B006

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 2,429,870	$ -	$ 2,429,870
2021	102-500731	Contracts for Program Svcs	TBD	$ 1,866,462	$ 1,601,903	$ 3,468,365
2022	102-500731	Contracts for Program Svcs	TBD	$ 1,866,462	$ -	$ 1,866,462
2023	102-500731	Contracts for Program Svcs	TBD	$ 363,900	$ -	$ 363,900
		Sub Total		$ 6,526,694	$ 1,601,903	$ 8,128,597

Southwestern Community Services Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 588,199	$ -	$ 588,199
2021	102-500731	Contracts for Program Svcs	TBD	$ 430,380	$ 448,710	$ 879,090
2022	102-500731	Contracts for Program Svcs	TBD	$ 430,380	$ -	$ 430,380
2023	102-500731	Contracts for Program Svcs	TBD	$ 101,931	$ -	$ 101,931
		Sub Total		$ 1,550,890	$ 448,710	$ 1,999,600

Tri-County Community Action Prograr Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 927,838	$ -	$ 927,838
2021	102-500731	Contracts for Program Svcs	TBD	$ 678,893	$ 707,808	$ 1,386,701
2022	102-500731	Contracts for Program Svcs	TBD	$ 678,893	$ -	$ 678,893
2023	102-500731	Contracts for Program Svcs	TBD	$ 160,791	$ -	$ 160,791
		Sub Total		$ 2,446,415	$ 707,808	$ 3,154,223
		TOTAL		$ 13,765,325	$ 3,696,129	$ 17,461,454
		GRAND TOTAL		$ 17,352,721	$ 3,696,129	$ 21,048,850

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

This Amendment to the Community Services Block Grant contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Southern New Hampshire Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council the Governor on February 20, 2019 (Item #23), as amended on September 18, 2019, (Item #16), and as amended and approved by the Governor on June 29, 2020, and presented to the Executive Council on August 5, 2020 (Informational Item #H1), 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 General Provisions Subsection 3, Renewals, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

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

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

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

   September 30, 2023

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

   $10,034,865.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. This amendment shall be effective retroactively to February 22, 2021, subject to the Governor's approval issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, and 2021-04, and any subsequent extensions.

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

4/5/2021
Date

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

Southern New Hampshire Services, Inc.

4/2/2021
Date

DocuSigned by:
Donnalee Lozeau
Name: Donnalee Lozeau
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

4/5/2021
Date

DocuSigned by:
[signature]
05CA8202533C4A5...
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, and 2021-04, and any subsequent extensions.

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

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June 30, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-04, 2020-08, 2020-09, and 2020-10, Governor Sununu has authorized the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into **Retroactive Sole Source** amendments to existing agreements with the vendors listed below for the provision of community based services and anti-poverty programs through the Community Services Block Grant (CSBG) to ensure critically needed resources are available to meet local low-income community needs in response to COVID-19, by increasing the total price limitation by $1,303,871 from $16,048,850 to $17,352,721 with no change to the contract completion dates of September 30, 2022, effective June 8, 2020, upon Governor approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on February 20, 2019, item #23 and most recently amended with Governor and Council approval on September 18, 2019, item #16.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Community Action Partnership of Strafford County	177200-B004	Strafford County	$1,642,750	$150,597	$1,793,347
Community Action Programs Belknap and Merrimack Counties	177203-B003	Belknap and Merrimack Counties	$2,006,906	$180,195	$2,187,101
Southern NH Services	177198-B006	Manchester and surrounding cities	$7,867,865	$565,097	$8,432,962

Southwestern Community Services	177511-R001	Cheshire County	$1,719,288	$158,290	$1,877,578
Tri-County Community Action Program	177195-B009	Coos County	$2,812,041	$249,692	$3,061,733
		Total:	**$16,048,850**	**$1,303,871**	**$17,352,721**

Funds are available in State Fiscal Year 2020 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 item is **Sole Source** because the five (5) Community Action Agencies (CAAs) are the only entities eligible to receive Community Services Block Grant funding in accordance with Public Law 105 – 285 – October 27, 1998 – Community Opportunities, Accountability, and Training and Educational Services Act of 1998. This item is **Retroactive** because the grant award required the Department to disburse the funding as quickly as possible. Due to the COVID-19 public health emergency, Community Services Block Grant CARES Act funds were allocated to the Department for the CAAs to ensure critically needed resources were and will continue to be available to meet the needs of the community, with a focus on individuals and families who are local low-income. The Community Services Block G CARES Act funds included in the contract amendments must be used to help prevent, prepare for, or respond to the coronavirus.

At this time, the Department cannot determine the number of individuals to be served, as the agencies are in the process of assessing the need. The funding is available from January 20 2020, to September 30, 2022.

The vendors provide services to individuals and families across the state in their local communities to assist them with becoming or remaining financially and socially independent. Activities and services are designed to assist individuals and families who are low income, including children and seniors. Services provided have a focus on poverty reduction in local communities and the State. The vendors provide services to individuals and families who are vulnerable and, during a state of emergency such as the COVID-19 pandemic, this vulnerability is intensified and the vendors must respond with essential and critical services and supports.

Some of the services provided are crisis, emergency response, and "stop gap" measures that are used in instances when an individual or family does not financially qualify for government assistance. The household may be in need of temporary assistance in order to get through a temporary emergency, such as the COVID-19 pandemic, that if not provided would put the individual or family in a dire circumstance or require additional financial assistance.

These vendors administer a variety of programs including, but not limited to:

- Fuel and utility assistance.
- Neighbor Helping Neighbor programs.
- Rental assistance, security deposits and senior housing.
- Senior Community Service Employment Programs.

- Head Start.
- Supplemental Foods Women, Infants and Children (WIC).
- Weatherization.

The amount of funding provided to each community program is calculated using a formula that is based on poverty demographics available from the US Census Bureau. According to the Community Services Block Grant State Plan, these funds are to be used primarily for the provision of assistance to individuals and families whose incomes are at or below the 200th percentile of the poverty level.

Area served: Statewide

Source of Funds: CFDA #93.569FAIN #2001NHCSC3.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

05-095-045-450010-7148-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, CSBG

100% Federal Funds

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

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	317,530		317,530
2020	102-500731	Contracts for Program Svcs	45012170			0
2021	102-500731	Contracts for Program Svcs	TBD			0
2022	102-500731	Contracts for Program Svcs	TBD			0
2023	102-500731	Contracts for Program Svcs	TBD			0
		Sub Total		$ 317,530	$ -	$ 317,530

Community Action Programs Belknap and Merrimack Counties — Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	421,592		421,592
2020	102-500731	Contracts for Program Svcs	45012170			
2021	102-500731	Contracts for Program Svcs	TBD			
2022	102-500731	Contracts for Program Svcs	TBD			
2023	102-500731	Contracts for Program Svcs	TBD			
		Sub Total		$ 421,592	$ -	$ 421,592

Southern NH Services — Vendor # 177198-B008

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	1,906,268		1,906,268
2020	102-500731	Contracts for Program Svcs	45012170	0		
2021	102-500731	Contracts for Program Svcs	TBD	0		
2022	102-500731	Contracts for Program Svcs	TBD			
2023	102-500731	Contracts for Program Svcs	TBD			
		Sub Total		$ 1,906,268	$ -	$ 1,906,268

Southwestern Community Services — Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	326,688		326,688
2020	102-500731	Contracts for Program Svcs	45012170	0		
2021	102-500731	Contracts for Program Svcs	TBD	0		
2022	102-500731	Contracts for Program Svcs	TBD			
2023	102-500731	Contracts for Program Svcs	TBD			
		Sub Total		$ 326,688	$ -	$ 326,688

Tri-County Community Action Progrer — Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	615,318		615,318
2020	102-500731	Contracts for Program Svcs	45012170	0		
2021	102-500731	Contracts for Program Svcs	TBD	0		
2022	102-500731	Contracts for Program Svcs	TBD			
2023	102-500731	Contracts for Program Svcs	TBD			
		Sub Total		$ 615,318	$ -	$ 615,318
		TOTAL		$ 3,587,396	$ -	$ 3,587,396

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

05-095-042-423010-80040000-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, CSBG
100% Federal Funds

Community Action Partnership of Strafford County Vendor # 177200-B004

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	409,314	150,597	559,911
2021	102-500731	Contracts for Program Svcs	TBD	409,464		409,464
2022	102-500731	Contracts for Program Svcs	TBD	409,464		409,464
2023	102-500731	Contracts for Program Svcs	TBD	96,978		96,978
		Sub Total		$ 1,325,220	$ 150,597	$ 1,475,817

Community Action Programs Belknap and Merrimack Counties Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	489,401	180,195	669,596
2021	102-500731	Contracts for Program Svcs	TBD	489,938		489,938
2022	102-500731	Contracts for Program Svcs	TBD	489,938		489,938
2023	102-500731	Contracts for Program Svcs	TBD	116,037		116,037
		Sub Total		$ 1,585,314	$ 180,195	$ 1,765,509

Southern NH Services Vendor # 177198-B006

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	1,864,773	565,097	2,429,870
2021	102-500731	Contracts for Program Svcs	TBD	1,866,462		1,866,462
2022	102-500731	Contracts for Program Svcs	TBD	1,866,462		1,866,462
2023	102-500731	Contracts for Program Svcs	TBD	363,900		363,900
		Sub Total		$ 5,961,597	$ 565,097	$ 6,526,694

Southwestern Community Services Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	429,909	158,290	588,199
2021	102-500731	Contracts for Program Svcs	TBD	430,380		430,380
2022	102-500731	Contracts for Program Svcs	TBD	430,380		430,380
2023	102-500731	Contracts for Program Svcs	TBD	101,931		101,931
		Sub Total		$ 1,392,600	$ 158,290	$ 1,550,890

Tri-County Community Action Prograr Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	678,146	249,692	927,838
2021	102-500731	Contracts for Program Svcs	TBD	678,893		678,893
2022	102-500731	Contracts for Program Svcs	TBD	678,893		678,893
2023	102-500731	Contracts for Program Svcs	TBD	160,791		160,791
		Sub Total		$ 2,196,723	$ 249,692	$ 2,446,415
		TOTAL		$ 12,461,454	$ 1,303,871	$13,765,325
		GRAND TOTAL		$ 16,048,850	$ 1,303,871	$17,352,721

Attachment #2
CSBG Vendor Totals

VENDOR NAME	VENDOR CODE	ADDRESS	CURRENT AMOUNT	INCREASE	REVISED AMOUNT
Community Action Partnership of Strafford County	177200-B004	577 Central Avenue, Suite 10 Dover, NH 03835	$ 1,642,750	$ 150,597.00	$ 1,793,347
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$ 2,006,906	$ 180,195.00	$ 2,187,101
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$ 7,867,865	$ 565,097.00	$ 8,432,962
Southwestern Community Services	177511-R001	63 Community Way PO Box 603 Keene, NH 03431	$ 1,719,288	$ 158,290.00	$ 1,877,578
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03570	$ 2,812,041	$ 249,692.00	$ 3,061,733
		TOTAL	$ 16,048,850	$ 1,303,871	$ 17,352,721
			$ 16,048,850	*$ 1,303,871*	*$ 17,352,721.00*

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Community Services Block Grant

This 2nd Amendment to the Community Services Block Grant contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") Southern New Hampshire Services, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 40 Pine Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 20, 2019, (Item #23), as amended on September 18, 2019, (Item #16), 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, Revisions to General Provisions, Section 3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

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

   $8,432,962

1. Add Exhibit A, Scope of Services, Section 1. Provisions Applicable to All Services, Subsection 1.6 to read:

   In accordance with the provisions of The Community Services Block Grant Act (42 U.S.C. et seq) as amended by Public Law 105-285 of October 27, 1998, also known as the Community Opportunities Accountability, Training and Educational Act of 1998 or the Coats Human Services Reauthorization Act of 1998; and any amendments thereto, the Contractor agrees to deliver Community Services to low-income individuals at or below 200% of the poverty income guidelines.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective retroactively effective to January 29, 2020, 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 17, 2020
Date

Christine Santaniello
Name: Christine Santaniello,
Title: Director, DEHS

Southern New Hampshire Services, Inc.

June 12, 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

06/18/20
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:

SEP04'19 AM10:23 DAS

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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

Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

August 29, 2019

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

REQUESTED ACTION

1) Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to exercise renewal options and amend existing sole source agreements, with the vendors listed below, for the provision of community based services and anti-poverty programs through the Community Services Block Grant, by increasing the price limitation by $11,625,711 from $4,423,139 to $16,048,850 and by extending the completion date from September 30, 2019 to September 30, 2022, effective upon Governor and Executive Council approval. 100% Federal Funds.

2) Contingent upon Governor and Executive Council approval of Requested Action #1, authorize the Depatment of Health and Human Services, Division of Economic and Housing Stability, to make annual advance payments to each Contractor in amounts not to exceed one-twelfth (1/12) of the total price limitation for each state fiscal year, in support of the delivery of community-based services and anti-poverty programs through the Community Services Block Grant. These advance payments will enable the Contractors to operate during the periods between monthly reimbursements from the State.

These agreements were originally approved by the Governor and Executive Council on February 20, 2019, Item #23.

Vendor Name	Vendor Code	Address	Current Modified Budget	Increase / (Decrease)	Total Modified Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Suite 240, PO Box 160 Dover, NH 03835	$414,058	$1,228,692	$1,642,750
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive PO Box 1016 Concord, NH 03301	$537,092	$1,469,814	$2,006,906
Southern NH Services	177198-B006	40 Pine Street PO Box 5040 Manchester, NH 03108	$2,268,479	$5,599,386	$7,867,865
Southwestern Community Services	177511-R001	63 Community Way PO Box 603 Keene, NH 03431	$428,148	$1,291,140	$1,719,288
Tri-County Community Action Program	177195-B009	30 Exchange Street PO Box 367 Berlin, NH 03570	$775,362	$2,036,679	$2,812,041
		Total	$4,423,139	$11,625,711	$16,048,850

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2020, 2021 and 2022 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

SEE ATTACHED FISCAL DETAILS

EXPLANATION

These agreements are sole source because the five (5) Community Action Agencies are the only entities eligible to receive Community Services Block Grant funding in accordance with Public Law 105–285 October 27, 1998 – Community Opportunities, Accountability, and Training and Educational Services Act of 1998.

The purpose of this request is to continue providing funds to community programs at the local level to ensure eligible individuals and families receive community-based services that enable them to receive the assistance needed in order to meet their basic needs.

Approximately 275,792 unduplicated individuals will be served collectively by the five (5) contractors from October 1, 2019 through September 30, 2022.

The original agreement included language in the Exhibit C-1 that allows the Department to renew these contracts for up to three (3) additional years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for three (3) years at this time.

The vendors provide services to individuals at the local level that assist them with becoming or remaining financially and socially independent. Activities and services are designed to assist individuals and families who are low income, including children and seniors. Services provided have a focus on poverty reduction in local communities and the state.

Some services provided may be 'stop-gap' measures that are used in instances when an individual or family does not financially qualify for public assistance. The household may be in need of temporary assistance in order get through a particular crisis, such as, but not limited to: heating season, or a temporary emergency that would otherwise result in the individual or family requiring other public assistance.

These vendors administer a variety of programs including, but not limited to:

- Fuel and utility assistance;
- Neighbor Helping Neighbor programs;
- Rental assistance, security deposits and senior housing;
- Senior Community Service Employment Programs;
- Head Start;
- Supplemental Foods;
- Women, Infants and Children (WIC); and
- Weatherization.

In addition to the services provided to individuals, the vendors must provide an annual community action plan to the Department that describes the agency's delivery system; linkages to fill identified gaps; and coordination with other public and private resources. The vendors also conduct an annual community needs assessment. The Community Services Block Grant is administered by a tripartite board that participates in the development, planning, implementation and evaluation of the agency and its programs.

The amount of funding provided to each community program is calculated using a formula that is based on poverty demographics available from the US Census Bureau. According to the Community Services Block Grant State Plan, these funds are to be used primarily for the provision of assistance to individuals and families whose incomes are at or below the 125th percentile of the poverty level.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, may be limited. Limiting funds at the community level will directly, and negatively, impact the citizens of New Hampshire. With the rising cost of essentials, such as heat and food, the federal funding for community programs is necessary in order to deliver the assistance needed to eligible citizens statewide.

Area served: Statewide

Source of Funds: 100% Federal Funds, Catalog of Federal Domestic Assistance (CFDA) #93.569, U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Community Services Block Grant, FAIN #G-19B1NHCOSR.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET

Community Action Partnership of Strafford County (Vendor Code 177200-B004)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 317,530		$ 317,530
2020	102-500731	Contracts for Program	45012170	$ 96,528	$ 312,786	$ 409,314
2021	102-500731	Contracts for Program	TBD		$ 409,464	$ 409,464
2022	102-500731	Contracts for Program	TBD		$ 409,464	$ 409,464
2023	102-500731	Contracts for Program	TBD		$ 96,978	$ 96,978
			Sub-Total	*$ 414,058*	*$ 1,228,692*	*$ 1,642,750*

Community Action Programs Belknap and Merrimack Counties (Vendor Code 177203-B003)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 421,592		$ 421,592
2020	102-500731	Contracts for Program	45012170	$ 115,500	$ 373,901	$ 489,401
2021	102-500731	Contracts for Program	TBD		$ 489,938	$ 489,938
2022	102-500731	Contracts for Program	TBD		$ 489,938	$ 489,938
2023	102-500731	Contracts for Program	TBD		$ 116,037	$ 116,037
			Sub-Total	*$ 537,092*	*$ 1,469,814*	*$ 2,006,906*

Southern NH Services (Vendor Code 177198-B006)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 1,906,268		$ 1,906,268
2020	102-500731	Contracts for Program	45012170	$ 362,211	$ 1,502,562	$ 1,864,773
2021	102-500731	Contracts for Program	TBD		$ 1,866,462	$ 1,866,462
2022	102-500731	Contracts for Program	TBD		$ 1,866,462	$ 1,866,462
2023	102-500731	Contracts for Program	TBD		$ 363,900	$ 363,900
			Sub-Total	*$ 2,268,479*	*$ 5,599,386*	*$ 7,867,865*

Southwestern Community Services Vendor Code 177511-R001]

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 326,688		$ 326,688
2020	102-500731	Contracts for Program	45012170	$ 101,460	$ 328,449	$ 429,909
2021	102-500731	Contracts for Program	TBD		$ 430,380	$ 430,380
2022	102-500731	Contracts for Program	TBD		$ 430,380	$ 430,380
2023	102-500731	Contracts for Program	TBD		$ 101,931	$ 101,931
			Sub-Total	*$ 428,148*	*$ 1,291,140*	*$ 1,719,288*

Tri-County Community Action Program (Vendor Code 177195-B009)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 615,318		$ 615,318
2020	102-500731	Contracts for Program	45012170	$ 160,044	$ 518,102	$ 678,146
2021	102-500731	Contracts for Program	TBD		$ 678,893	$ 678,893
2022	102-500731	Contracts for Program	TBD		$ 678,893	$ 678,893
2023	102-500731	Contracts for Program	TBD		$ 160,791	$ 160,791
			Sub-Total	*$ 775,362*	*$ 2,036,679*	*$ 2,812,041*
			Grand Total	$ 4,423,139	$ 11,625,711	$ 16,048,850

05-095-045-450010-71480000-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, CSBG

Vendor	Vendor Code	Address	Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Dover, NH 03835	$ 317,530
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$ 421,592
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$ 1,906,268
Southwestern Community Services	177511-R001	63 Community Way Keene, NH 03431	$ 326,688
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03570	$ 615,318
		Subtotal:	*$ 3,587,396*

05-095-042-423010-80040000-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, CSBG

Vendor	Vendor Code	Address	Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Dover, NH 03835	$ 1,325,220
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$ 1,585,314
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$ 5,961,597
Southwestern Community Services	177511-R001	63 Community Way Keene, NH 03431	$ 1,392,600
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03570	$ 2,196,723
		Subtotal:	*$ 12,461,454*
		TOTAL	$ 16,048,850

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Community Services Block Grant (CSBG) Contract

This 1st Amendment to the Community Services Block Grant 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") Southern New Hampshire Services, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 40 Pine Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 20, 2019, (Item #23), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, 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 services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; 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 1.3, Contractor name, to read:

   Southern New Hampshire Services, Inc.

2. Form P-37 General Provisions, Block 1.4, Contractor Address, to read:

   40 Pine Street, Manchester, NH 03103

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

   September 30, 2022.

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

   $7,667,865.

5. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety and replace with Exhibit B - Amendment #1, Method and Conditions Precedent to Payment.

6. Delete Exhibit K, DHHS Information Security Requirements, V4. Last update 04.04.2018, in its entirety and replace with Exhibit K, DHHS Information Security Requirements, V5. Last update 10/09/18.

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

8/29/19
Date

Name: Christine Santaniello
Title: Director, DEHS

Southern New Hampshire Services, Inc.

August 27, 2019
Date

Name: Donnalee Lozeau
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on Aug. 27, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Debra Stohrer, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: November 18, 2020

New Hampshire Department of Health and Human Services
Community Services Block Grant (CSBG)

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

OFFICE OF THE ATTORNEY GENERAL

9/3/19
Date

Name: Nancy J. Smith
Title: Sr. Asst. Atty. General

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

_____
Name:
Title:

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% federal funds from the Catalog of Federal Domestic Assistance, CFDA #93.569, Community Services Block Grant, Department of Health and Human Services, Administration for Children and Families:
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. The Contractor may request, in writing, an annual advance payment of no more than one-twelfth (1/12) of the total amount allocated for each contract year.
5. Payment for said services shall be made monthly as follows:

    5.1. Payment shall be made for actual expenditures incurred in the fulfillment of this Agreement.

    5.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.

    5.3. Invoices must be completed, signed, dated and returned to the Department in order to initiate payment.

    5.4. 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.

    5.5. Invoices must be submitted electronically to:

    CSBG Coordinator
    Department of Health and Human Services
    Bureau of Housing Supports
    Housingsupportsinvoices@dhhs.nh.gov

    5.6. The Contractor shall utilize a form as approved by the Department to reconcile any unpaid, qualified operations and staffing expenses related to the provision of the Exhibit A, Scope of Services.

    5.7. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7, Completion Date.

6. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between state fiscal years; may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
9. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B, Method and Conditions Precedent to Payment.

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

#23 MAC 02.20.19

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

Jeffrey A. Meyers
Commissioner

Mark F. Jewell
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-1964 www.dhhs.nh.gov

January 8, 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, Office of Human Services, Division of Economic and Housing Stability, to enter into sole source agreements, with the vendors listed below, for the provision of community based services and anti-poverty programs through the Community Services Block Grant, in an amount not to exceed $4,423,139, effective upon Governor and Executive Council approval through September 30, 2019. 100% Federal Funds.

Funds to support this request are available in State Fiscal Years 2019 and 2020, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-095-045-450010-71480000-102-500731-45012170. HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, CSBG

Vendor	Vendor Code	Address	Grant Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Dover, NH 03835	$317,530
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$421,592
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$1,906,268
Southwestern Community Services	177511-R001	63 Community Way Keene, NH 03431	$326,688
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03670	$615,318
		Subtotal:	$3,687,396

05-095-042-423010-80040000-102-500731. HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, CSBG

Vendor	Vendor Code	Address	Grant Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Dover, NH 03835	$96,528
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$115,500
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$362,211
Southwestern Community Services	177511-R001	63 Community Way Keene, NH 03431	$101,460
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03670	$160,044
		Subtotal:	*$835,743*
		TOTAL:	$4,423,139

SEE ATTACHED FISCAL DETAILS

EXPLANATION

These agreements are sole source because the five (5) Community Action Agencies are the only entities eligible to receive Community Services Block Grant funding in accordance with Public Law 105 – 285–October 27, 1998 – Community Opportunities, Accountability, and Training and Educational Services Act of 1998.

The purpose of this request is to provide funding to community programs at the local level to ensure eligible participants receive community based services that include, but are not limited to; health, food and financial assistance, employment services, financial planning, and other necessary services. These services allow individuals and families to receive the assistance needed in order to meet their basic needs.

The vendors provide services to individuals at the local level that will assist them to become or remain financially and socially independent. Services provided have a major impact on poverty in the community. Activities and services are designed to assist low-income participants, including the elderly poor.

As referenced in the Exhibit C-1, paragraph 3, of this contract, this Agreement has the option to extend for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Some services provided may be 'stop gap' measures that are used in instances when an individual or family does not financially qualify for government assistance. The household may be in need of temporary assistance in order get through a heating season or a temporary emergency that would otherwise result in the individual or family becoming eligible for full government assistance.

These vendors administer a variety of programs including, but not limited to:

- Fuel assistance.
- Utility assistance.
- Neighbor Helping Neighbor programs.

- Rental assistance.
- Security deposits.
- Senior Community Service Employment Programs.
- Head Start.
- Supplemental Foods Women, Infants and Children (WIC).
- Weatherization.
- Senior Housing.

In addition to the services provided to individuals, the vendors must provide an annual community action plan to the Department that describes the agency's delivery system; linkages to fill identified gaps; and coordination with other public and private resources. The vendors also conduct an annual community needs assessment. The Community Services Block Grant is administered by a tripartite board that participates in the development, planning, implantation and evaluation of the agency and its programs.

The amount of funding provided to each community program is calculated using a formula that is based on poverty demographics available from the US Census Bureau. According to the Community Services Block Grant State Plan, these funds are to be used primarily for the provision of assistance to individuals and families whose incomes are at or below the 125th percentile of the poverty level.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, may be limited. Limiting funds at the community level will directly, and negatively, impact the citizens of New Hampshire. With heating and food costs rising on a daily basis, the federal funding for community programs is needed in order to deliver the assistance needed to eligible citizens, statewide.

Area served: Statewide

Source of Funds: 100% Federal Funds, Catalog of Federal Domestic Assistance (CFDA) #93.569 Agency: Department of Health and Human Services; Office: Administration for Children and Families; Office of Community Services, Community Services Block Grant.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

FISCAL DETAILS

Community Action Partnership of Strafford County (Vendor Code 177200-B004)

SFY	Class/Object	Class Title	Activity Code	Amount
2019	102-500731	Contracts for Program	45012170	$317,530
2020	102-500731	Contracts for Program	45012170	$96,528
			Sub-total	$414,058

Community Action Programs Belknap and Merrimack Counties (Vendor Code 177203-B003)

SFY	Class/Object	Class Title	Activity Code	Amount
2019	102-500731	Contracts for Program	45012170	$421,592
2020	102-500731	Contracts for Program	45012170	$115,500
			Sub-total	$537,092

Southern NH Services (Vendor Code 177198-B006)

SFY	Class/Object	Class Title	Activity Code	Amount
2019	102-500731	Contracts for Program	45012170	$1,906,268
2020	102-500731	Contracts for Program	45012170	$362,211
			Sub-total	$2,268,479

Southwestern Community Services (Vendor Code 177511-R001)

SFY	Class/Object	Class Title	Activity Code	Amount
2019	102-500731	Contracts for Program	45012170	$326,688
2020	102-500731	Contracts for Program	45012170	$101,460
			Sub-total	$428,148

Tri-County Community Action Program (Vendor Code 177195-B009)

SFY	Class/Object	Class Title	Activity	Amount
2019	102-500731	Contracts for Program	45012170	$615,318
2020	102-500731	Contracts for Program	45012170	$160,044
			Sub-total	$775,362
			Grand Total	$4,423,139

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

Subject: Community Services Block Grant (CSBG/SS-2019-BHS-02-COMMU-03)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Southern NH Services		1.4 Contractor Address 40 Pine Street PO Box 5040 Manchester, NH 03103	
1.5 Contractor Phone Number 603-668-8010	1.6 Account Number 05-095-045-450010-71480000-102-500731-45012170	1.7 Completion Date September 30, 2019	1.8 Price Limitation $2,268,479
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Donnalee Lozeau		1.12 Name and Title of Contractor Signatory Donnalee Lozeau, Executive Director	

1.13 Acknowledgement: State of New Hampshire of Hillsborough

On Dec 17, 2018, 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

Debra Stohrer [Seal]

DEBRA D. STOHRER
Notary Public - New Hampshire
My Commission Expires November 18, 2020

1.13.2 Name and Title of Notary or Justice of the Peace

Debra Stohrer

1.14 State Agency Signature Date: 1.16.19	1.15 Name and Title of State Agency Signatory Jeffrey A. Meyers, Commissioner

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: 1/22/19

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
Date DEC. 17. 2018

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

Contractor Initials JL

Date Dec 17-2018

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 DC

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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. In accordance with the provisions of The Community Services Block Grant Act (42 U.S.C. et seq) as amended by Public Law 105-285 of October 27, 1998, also known as the Community Opportunities Accountability, Training and Educational Act of 1998 or the Coats Human Services Reauthorization Act of 1998; and any amendments thereto, the Contractor agrees to deliver Community Services to low-income individuals at or below 125 percent of the poverty income guidelines.

1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

1.5. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Services

2.1. The Contractor shall remain a designated Community Services Block Grant (CSBG) eligible entity by conforming to the requirements of the Acts referred to in Section 1 and any amendments thereto, which includes but is not limited to:

2.1.1. Providing an annual community action plan, which shall describe:

2.1.1.1. The service delivery system;

2.1.1.2. Linkages to fill identified gaps; and

2.1.1.3. Coordination with other public and private resources, and innovative initiatives.

2.1.2. Providing of an annual community-needs assessment;

2.1.3. Providing of an independent annual "Single Audit Act" audit;

2.1.4. Participating in an annual performance measure system via the Annual Report;

2.1.5. Participating in the Organizational Performance Standards;

2.1.6. Administering CSBG through a tripartite board that participates in the development, planning, implementation, and evaluation of the program;

2.1.7. Ensuring that cost and accounting standards of the Office of Management and Budget are in effect; and

2.1.8. Informing custodial parents in single-parent families about child support services and refer eligible parents to child support offices.

2.2. The Contractor shall provide, on an emergency basis, services to counteract conditions of starvation and malnutrition.

2.3. The Contractor shall coordinate, establish linkages and form partnerships with governmental as well as other social services and antipoverty programs.

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with funds from the Catalog of Federal Domestic Assistance, CFDA #93.569, Community Services Block Grant, Department of Health and Human Services, Administration for Children and Families.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement.
   - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   - 4.3. Invoices must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
   - 4.4. 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.
   - 4.5. Invoices must be submitted to:

     CSBG Coordinator
     Department of Health and Human Services
     Bureau of Housing Supports
     129 Pleasant Street
     Concord, NH 03301
   - 4.6. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

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 GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, 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.

2. Subparagraph 10 of the General Provisions of this contract, 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.

3. Renewal:
   The Department reserves the right to extend this Agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Contractor Initials [illegible]
Date 12/19/2018

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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.

Contractor Name: Southern New Hampshire Services

Dec 17, 2018
Date

Name: Donnalee Lozeau
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

The Contractor 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.

Contractor Name: Southern New Hampshire Services

Dec 17-2018
Date

Name: Donnalee Lozeau
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name: Southern New Hampshire Services

Dec 17-2018
Date

Name: Donnalee Lozeau
Title: Executive Director

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Name: Southern New Hampshire Services

Dec 17-2018
Date

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

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

Contractor Name: Southern New Hampshire Services

Dec 17, 2018
Date

Name: Donnalee Lozeau
Title: Executive Director

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

e. Severability. 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	Southern New Hampshire Services
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Jeffrey A. Meyers	Donnalee Lozeau
Name of Authorized Representative	Name of Authorized Representative
Commissioner	Executive Director
Title of Authorized Representative	Title of Authorized Representative
1.15.19	Dec 17 2018
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 Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Southern New Hampshire Services

DEC 17 2018
Date

Name: Donnalee Lozeau
Title: Executive Director

FORM A

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

1. The DUNS number for your entity is: 088584085

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

   _____ NO _____X_____ YES

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

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

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

   _____ NO _____X_____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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

This Amendment to the Community Services Block Grant contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Southwestern Community Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 20, 2019, Item #23 as amended on September 18, 2019, Item #16, and as amended and approved by the Governor on June 29, 2020 and presented to the Executive Council on August 5, 2020, (informational Item H1) and approved by the Governor on May 6, 2021 and presented to the Executive Council on June 2, 2021, (informational Item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

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

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

   $2;747,148

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

   Robert W. Moore, Director.

DS
BD
Contractor Initials
Date 12/6/2022

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 retroactive to October 1, 2022, 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

12/6/2022
Date

DocuSigned by:
Karen Hebert
620C60ED1B4A416...
Karen Hebert
Division Director

Southwestern Community Services, Inc.

12/6/2022
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

12/6/2022
Date

DocuSigned by:
Robyn Guarino
74873484484144 60...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65514**

Certificate Number: **0005755656**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of April A.D. 2022.

David M. Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

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

1. I am a duly elected ~~Clerk/Secretary~~/Officer of Southwestern Community Services, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/~~shareholders~~, duly called and held on June 18, 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: 11/14/2022

Kevin J. Watterson
Signature of Elected Officer
Name: Kevin Watterson
Title: Chairperson

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/08/2022

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

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

PRODUCER	CONTACT NAME: Ana O'Donnell, CPIW, CIC
Clark Mortenson Insurance	PHONE (A/C, No, Ext): (603) 352-2121 FAX (A/C, No): (603) 357-8491
PO Box 606	E-MAIL ADDRESS: aodonnell@hilbgroup.com
Keene NH 03431	
INSURED	
Southwestern Community Services Inc.	
63 Community Way	
PO Box 603	
Keene NH 03431	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Co.	18058
INSURER B: Maine Employers Mut Ins Co	11149
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2022 to 2023 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2431763	06/30/2022	06/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			PHPK2431766	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			PHUB820879	06/30/2022	06/30/2023	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3102800768	04/01/2022	04/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000
A	PROFESSIONAL LIABILITY			PHPK2431763	06/30/2022	06/30/2023	EACH OCCURRENCE AGGREGATE	$1,000,000 $2,000,000

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

Workers Compensation laws apply for the state of: NH
All Officers are Included

CERTIFICATE HOLDER

Department of Health & Human Services Bureau of Contracts &
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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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.

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Mission Statement

Southwestern Community Services

SCS strives to **empower** low income people and families. With **dignity and respect**, **SCS** will provide direct assistance, reduce stressors and advocate for such persons and families as they lift themselves toward **self-sufficiency**.

In **partnership** and close **collaboration** with local communities, **SCS** will provide **leadership** and **support** to develop resources, programs and services to further aid this population.

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Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020
AND
INDEPENDENT AUDITORS' REPORTS AND
REPORTS ON COMPLIANCE AND INTERNAL CONTROL

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

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

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statement of financial position as of May 31, 2021, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

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Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. and related companies as of May 31, 2021, and the changes in their net assets and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Southwestern Community Services, Inc. and related companies' 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 5, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended May 31, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 22, 2021, on our consideration of Southwestern Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southwestern Community Services, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

October 22, 2021
Wolfeboro, New Hampshire

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
MAY 31, 2021 AND 2020

ASSETS

	2021	2020
CURRENT ASSETS		
Cash and cash equivalents	$ 1,722,941	$ 1,400,153
Accounts receivable, net	1,781,636	1,201,132
Prepaid expenses	62,628	57,168
Notes receivable	2,357	2,357
Total current assets	3,569,562	2,660,810
PROPERTY		
Land and buildings	28,937,986	19,243,210
Vehicles and equipment	565,380	541,236
Furniture and fixtures	934,441	271,753
Total property	30,437,807	20,056,199
Less accumulated depreciation	14,621,952	8,557,576
Property, net	15,815,855	11,498,623
OTHER ASSETS		
Investment in related parties	138,001	198,492
Due from related parties	55,138	59,067
Cash escrow and reserve funds	1,471,741	809,897
Security deposits	105,790	69,767
Other assets	384	384
Total other assets	1,771,054	1,137,607
Total assets	$ 21,156,471	$ 15,297,040

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 240,586	$ 160,672
Accrued expenses	170,074	87,023
Accrued payroll and payroll taxes	244,003	228,394
Other current liabilities	148,854	149,154
Refundable advances	729,955	290,437
Current portion of long term debt	142,174	125,324
Total current liabilities	1,675,646	1,041,004
NONCURRENT LIABILITIES		
Long term debt, less current portion shown above	11,300,411	8,905,857
Economic Injury Disaster Loan	150,000	-
Paycheck Protection Program loan	-	439,070
Total noncurrent liabilities	11,450,411	9,344,927
Total liabilities	13,126,057	10,385,931
NET ASSETS		
Without donor restrictions	7,815,065	4,766,637
With donor restrictions	215,349	144,472
Total net assets	8,030,414	4,911,109
Total liabilities and net assets	$ 21,156,471	$ 15,297,040

See Notes to Consolidated Financial Statements

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED MAY 31, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2021 Total	2020 Total
REVENUES AND OTHER SUPPORT				
Government contracts	$ 14,451,497	$ -	$ 14,451,497	$ 10,619,721
Program service fees	2,708,902	-	2,708,902	2,605,816
Rental income	1,657,741	-	1,657,741	1,165,032
Developer fee income	-	-	-	1,508
Support	465,614	136,024	601,638	593,610
Sponsorship	21,703	-	21,703	26,546
Interest income	1,402	-	1,402	9,224
Forgiveness of debt	518,501	-	518,501	79,338
Miscellaneous	239,096	-	239,096	148,113
In-kind contributions	65,414	-	65,414	167,553
Total revenues and other support	20,129,870	136,024	20,265,894	15,416,461
NET ASSETS RELEASED FROM RESTRICTIONS	65,147	(65,147)	-	-
Total revenues, other support, and net assets released from restrictions	20,195,017	70,877	20,265,894	15,416,461
EXPENSES				
Program services				
Home energy programs	5,559,497	-	5,559,497	5,153,989
Education and nutrition	2,629,099	-	2,629,099	2,687,612
Homeless programs	5,516,502	-	5,516,502	2,060,655
Housing services	2,913,953	-	2,913,953	2,433,660
Economic development services	621,784	-	621,784	737,663
Other programs	750,430	-	750,430	775,342
Total program services	17,991,265	-	17,991,265	13,848,921
Supporting activities				
Management and general	1,948,672	-	1,948,672	1,761,642
Total expenses	19,939,937	-	19,939,937	15,610,563
CHANGE IN NET ASSETS BEFORE LOSS ON SALE OF PROPERTY	255,080	70,877	325,957	(194,102)
LOSS ON SALE OF PROPERTY	-	-	-	(140)
LOSS ON INVESTMENT IN LIMITED PARTNERSHIPS	(60,897)	-	(60,897)	(236)
CHANGE IN NET ASSETS	194,183	70,877	265,060	(194,478)
NET ASSETS, BEGINNING OF YEAR	4,766,637	144,472	4,911,109	5,105,587
NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIPS	2,854,245	-	2,854,245	-
NET ASSETS, END OF YEAR	$ 7,815,065	$ 215,349	$ 8,030,414	$ 4,911,109

See Notes to Consolidated Financial Statements

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED MAY 31, 2021

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2021 Total
Payroll	$ 486,387	$ 1,518,514	$ 491,084	$ 725,103	$ 350,843	$ 439,136	$ 4,011,067	$ 752,116	$ 4,763,183
Payroll taxes	25,674	106,568	37,005	43,514	30,248	33,024	276,033	120,497	396,530
Employee benefits	171,270	381,988	144,229	263,870	55,553	180,793	1,197,703	46,508	1,244,211
Retirement	32,604	85,776	24,671	51,308	20,760	14,238	229,357	66,965	296,322
Advertising	-	3,100	386	1,295	1,638	-	6,419	133	6,552
Bank charges	10	-	1,130	4,109	-	11	5,260	8,766	14,026
Computer cost	225	28,110	12,051	7,765	16,171	-	64,322	183,132	247,454
Contractual	1,007,401	12,804	42,954	61,431	680	48,737	1,174,007	59,518	1,233,525
Depreciation	-	26,438	117,867	603,938	-	7,620	755,963	153,192	909,155
Dues/registration	-	2,290	-	320	543	-	3,153	8,619	11,772
Duplicating	69	8,160	-	-	-	-	8,229	4,588	12,817
Insurance	5,539	15,035	33,483	57,881	15,298	6,890	134,126	43,490	177,616
Interest	-	5,955	5,983	48,121	-	1,690	61,749	113,918	175,667
Meeting and conference	-	-	-	840	154	133	1,127	1,637	2,764
Miscellaneous expense	2,863	-	1,242	82,239	9,546	1,359	97,249	2,675	99,924
Miscellaneous taxes	-	-	-	101,224	-	-	101,224	300	101,524
Equipment purchases	386	3,330	-	6,521	-	-	10,237	2,808	13,045
Office expense	19,084	17,479	60,872	11,834	2,568	749	112,586	49,579	162,165
Postage	300	368	126	37	348	-	1,179	31,999	33,178
Professional fees	1,050	-	3,300	38,627	-	-	42,977	81,034	124,011
Staff development and training	3,406	1,327	165	2,488	614	1,185	9,185	17,341	26,526
Subscriptions	-	-	-	98	-	-	98	2,767	2,865
Telephone	2,429	3,106	20,692	18,872	2,299	1,117	48,515	47,535	96,050
Travel	6,104	12,328	7,212	9,515	16,338	-	51,497	5,675	57,172
Vehicle	6,147	4,170	1,748	41,329	35,941	9,852	99,187	3,912	103,099
Rent	-	24,659	-	-	21,112	-	45,771	-	45,771
Space costs	-	122,478	384,093	718,703	16,731	114	1,242,119	139,968	1,382,087
Direct client assistance	3,788,549	179,702	4,126,109	12,971	24,399	3,782	8,135,512	-	8,135,512
In-kind expenses	-	65,414	-	-	-	-	65,414	-	65,414
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	5,559,497	2,629,099	5,516,502	2,913,953	621,784	750,430	17,991,265	1,948,672	19,939,937
Allocation of management and general expenses	602,161	284,763	597,504	315,616	67,347	81,281	1,948,672	(1,948,672)	-
TOTAL FUNCTIONAL EXPENSES	$ 6,161,658	$ 2,913,862	$ 6,114,006	$ 3,229,569	$ 689,131	$ 831,711	$ 19,939,937	$ -	$ 19,939,937

See Notes to Consolidated Financial Statements

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

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

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and and General	2020 Total
Payroll	$ 467,456	$ 1,374,787	$ 335,905	$ 735,214	$ 435,177	$ 424,014	$ 3,772,553	$ 731,826	$ 4,504,379
Payroll taxes	36,287	107,590	25,566	56,083	35,147	32,738	293,411	55,964	349,375
Employee benefits	135,770	412,407	121,495	271,770	85,902	193,929	1,221,273	45,011	1,266,284
Retirement	29,265	71,941	19,791	58,108	21,016	13,973	214,094	64,115	278,209
Advertising	728	3,084	83	2,632	3,999	2,100	12,626	591	13,217
Bank charges	4	-	17	4,117	-	54	4,192	7,456	11,648
Bad debt expense	-	45	195	-	-	-	240	4,000	4,240
Computer cost	-	28,124	5,538	8,120	15,541	-	57,323	166,243	223,566
Contractual	776,055	18,582	13,624	27,752	2,719	74,250	912,982	41,190	954,172
Depreciation	-	27,369	108,291	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	56,680	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	8,696	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	(1,761,842)	-
TOTAL FUNCTIONAL EXPENSES	$ 5,809,598	$ 3,029,488	$ 2,322,779	$ 2,743,232	$ 831,497	$ 873,969	$ 15,610,563	$ -	$ 15,610,563

See Notes to Consolidated Financial Statements

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 265,060	$ (194,478)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	909,155	663,252
Loss on disposal of property	-	140
Loss on investment in limited partnerships	60,897	236
Forgiveness of debt	(518,501)	(79,338)
Decrease (increase) in assets:		
Accounts receivable	(580,504)	42,337
Prepaid expenses	31,348	(5,446)
Interest receivable	-	45,547
Due from related parties	3,929	35
Security deposits	(2,242)	(6,771)
(Decrease) increase in liabilities:		
Accounts payable	22,045	(230,941)
Accrued expenses	36,929	(32,597)
Accrued payroll and payroll taxes	15,609	(5,506)
Other current liabilities	(300)	10,414
Refundable advances	439,518	109,443
Interest payable	-	(49,547)
NET CASH PROVIDED BY OPERATING ACTIVITIES	682,943	266,780
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property	(432,400)	(136,174)
NET CASH USED IN INVESTING ACTIVITIES	(432,400)	(136,174)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from long term debt	85,000	36,679
Repayment of long term debt	(272,062)	(127,826)
Proceeds from Economic Injury Disaster Loan	150,000	-
Proceeds from Paycheck Protection Program	-	439,070
NET CASH (USED IN) PROVIDED BY FINANCING ACTIVITIES	(37,062)	347,923
NET INCREASE IN CASH AND RESTRICTED CASH	213,481	478,529
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	2,210,050	1,731,521
CASH AND RESTRICTED CASH TRANSFERRED FROM LIMITED PARTNERSHIPS	771,151	-
CASH AND RESTRICTED CASH, END OF YEAR	$ 3,194,682	$ 2,210,050

See Notes to Consolidated Financial Statements

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

	2021	2020
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	$ 175,005	$ 165,929
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Property financed by long term debt	$ 787,599	$ -
Transfer of assets from newly consolidated LPs:		
Prepaid expenses	$ 36,807	$ -
Land and buildings	3,382,003	-
Furniture and fixtures	624,491	-
Security deposits	33,781	-
Total transfer of assets from newly consolidated LPs	$ 4,077,082	$ -
Transfer of liabilities from newly consolidated LPs:		
Accounts payable	$ 57,865	$ -
Accrued expenses	46,122	-
Due to related parties	-	-
Long term debt	1,890,298	-
Total transfer of liabilities from newly consolidated LPs	$ 1,994,285	$ -
Total partners' capital from newly consolidated LPs	$ 2,853,948	$ -
Partners' capital previously recorded as investment in related parties	297	-
Total transfer of partners' capital from newly consolidated LPs	$ 2,854,245	$ -

See Notes to Consolidated Financial Statements

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NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Southwestern Community Services, Inc. is a New Hampshire nonprofit corporation formed as an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc., and its related corporations, SCS Management Corporation, SCS Housing, Inc., SCS Development Corporation, SCS Housing Development, Inc., and various limited partnerships, as described below. The Organization is committed to providing respectful support services and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts.

Principles of Consolidation

The consolidated financial statements include the accounts of Southwestern Community Services, Inc. and the following entities (collectively the Organization) as Southwestern Community Services, Inc. has both an economic interest and control of the entities through a majority voting interest in their governing board. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements.

- SCS Management Corporation
- SCS Housing, Inc.
- SCS Development Corporation
- SCS Housing Development, Inc.
- Drewsville Carriage House Associates, Limited Partnership (Drewsville)
- Troy Senior Housing Associates, Limited Partnership (Troy Senior)
- Keene East Side Senior Housing Associates, Limited Partnership (Keene East Side)
- Winchester Senior Housing Associates, Limited Partnership (Winchester)
- Swanzey Township Housing Associates, Limited Partnership (Swanzey)
- Snow Brook Meadow Village Housing Associates, Limited Partnership (Snow Brook)
- Keene Highland Housing Associates, Limited Partnership (Keene Highland)
- Warwick Meadow Housing Associates, Limited Partnership (Warwick)

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

Basis of Accounting

The consolidated financial statements of the Organization have been prepared utilizing the accrual basis of accounting in accordance with generally accepted accounting principles.

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor-imposed restrictions.

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

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

As of May 31, 2021 and 2020, the Organization had net assets without donor restrictions and with donor restrictions.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended May 31, 2020 from which the summarized information was derived.

Refundable Advances

The Organization records grant and contract revenue as refundable advances until it is expended for the purpose of the grant or contract, at which time it is recognized as revenue.

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

In-Kind Support

The Organization records various types of in-kind support including professional services and materials. Contributed professional services are recognized if the service received creates or enhances long-lived assets or requires specialized skill, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received.

Estimates

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

Cash and Cash Equivalents

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

The following table provides a reconciliation of cash and restricted cash reported within the statements of financial position that sum to the total in the statements of cash flows as of May 31:

	2021	2020
Cash, operations	$ 1,722,941	$ 1,400,153
Cash escrow and reserve funds	1,471,741	809,897
Total cash and restricted cash	$ 3,194,682	$ 2,210,050

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at May 31, 2021 and 2020. The Organization has no policy for charging interest on overdue accounts.

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

Current Vulnerability Due to Certain Concentrations

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change. For the years ended May 31, 2021 and 2020, approximately 71% and 69%, respectively, of the Organization's total revenue was received from government agencies. The future nature of the Organization is dependent upon continued support from the government.

Concentration of Credit Risk

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

Property and Depreciation

Purchased property and equipment are stated at cost at the date of acquisition or at fair value at the date of receipt in the case of donated property. The Organization generally capitalizes and depreciates all assets with a cost greater than $5,000 and an expected life greater than one year. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 40 Years
Vehicles and equipment	5 - 10 Years
Furniture and fixtures	7 Years

The use of certain assets is specified under the terms of grants received from agencies of the federal government. These grants also place liens on certain assets and impose restrictions on the use of funds received from the disposition of the property. Depreciation expense for the years ended May 31, 2021 and 2020 totaled $909,155 and $663,252, respectively.

Advertising

The Organization expenses advertising costs as incurred.

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

Income Taxes

Southwestern Community Services, Inc. and SCS Management Corporation are exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not private foundations. As such, they are exempt from income tax on their exempt function income.

SCS Housing, Inc., SCS Development Corporation and SCS Housing Development, Inc. are taxed as corporations. SCS Housing Inc. has federal net operating loss carryforwards available for the May 31, 2021 and 2020 tax returns totaling $1,230,191 and $1,135,222, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2027. SCS Development Corporation has federal net operating loss carryforwards totaling $542 and $555 at May 31, 2021 and 2020, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2022. SCS Housing Development, Inc. has federal net operating loss carryforwards totaling $59,861 and $35,574 at May 31, 2021 and 2020, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2035.

The tax effects of the carryforwards as related to deferred tax assets is as follows as of May 31, 2021 and 2020:

	2021	2020
Tax benefit from loss carryforwards	$271,025	$246,404
Valuation allowance	(271,025)	(246,404)
Deferred tax asset	$ -	$ -

Drewsville, Troy Senior, Winchester, Keene East Side, Swanzey, Snow Brook, Keene Highland, and Warwick are taxed as partnerships. Federal income taxes are not payable by, or provided for these entities. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

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

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

Fair Value of Financial Instruments

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

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

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

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

The carrying amount of cash, accounts receivables, prepaid expenses, accounts payable, accrued expenses, and refundable advances approximates fair value because of the short maturity of those instruments.

Revenue Recognition

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

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.

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Note payable to a bank in monthly installments for principal and interest of $2,463 including interest through May 2039. Interest is adjusted every five years based on remaining principal balance and "Classic Advantage Rate" provided by Federal Home Loan Bank of Boston which resulted in an interest rate of 4.67% at May 31, 2021 and 2020. The note is secured by real estate of the Organization (TD Bank, Keene Office/Community Way).	376,617	389,578
5.19% note payable to a bank in monthly installments for principal and interest of $889 through May 2021. The note was paid in full during the year ended May 31, 2021. The note was secured by real estate of the Organization (TD Bank, 45 Central Street).	-	88,433
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization (HUD, Ashuelot).	75,000	100,000
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization (HUD, 112 Charlestown Road).	45,000	60,000

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NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Non-interest bearing note payable to New Hampshire Housing in annual payments in the amount of 50% of annual surplus cash through July 2042 at which time the remaining balance is due. The note is secured by real estate of the Organization (NHHFA, Second Chance).	794,189	794,189
Non-interest bearing note payable to a county in New Hampshire. No payment is due and 5% of the balance is forgiven each year through 2032 when the remaining balance becomes due. The note is secured by real estate of the Organization (CDBG, Second Chance).	311,808	328,219
Non-interest bearing note payable to a county in New Hampshire, relating to an agreement between the City of Keene and SCS for the purpose of renovating Keene shelters. In total, SCS will receive $472,000 from CDBG. SCS will receive the funds as progress is made. The note is secured by real estate of the Organization and will be fully forgiven providing the facility serves low- and moderate-income individuals for 20 years (CDBG, Keene Shelter).	326,899	9,500
5.54% note payable to a finance company in monthly installments for principal and interest of $543 through August 2022. The note is secured by a vehicle (Ally, Econoline Van).	7,815	12,637
6.54% note payable to a finance company in monthly installments for principal and interest of $442 through November 2023. The note was paid in full during the year ended May 31, 2021. The note was secured by a vehicle (Ally, GMC Acadia).	-	15,903
2.99% note payable to a bank in monthly installments for principal and interest of $820 through May 2031. The note is secured by real estate of the Organization (Savings Bank of Walpole, 45 Central Street).	84,395	-

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

NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Keene East Side - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in December 2028. The note is secured by real estate of the Organization (CDBG).	900,000	900,000
Keene East Side - Non-interest bearing note payable to New Hampshire Community Development Finance Authority (CDFA) to fund energy upgrades and capital improvements. Beginning in 2016, 10% of the note is forgiven each year based on the rolling balance. The mortgage may be released after ten years in January 2026. The note is secured by real estate of the Organization (CDFA).	139,860	162,880
Keene East Side - Non-interest bearing note payable to New Hampshire Housing to fund energy efficient improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHHFA).	228,934	228,934
Swanzey - Non-recourse, 4.90% simple interest mortgage note payable to the New Hampshire Housing (HOME), due September, 2033, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	287,710	289,996
Swanzey - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due September 2043, payable in monthly installments of $1,698, including interest at 2.35% secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 40 year term of the mortgage.	353,561	365,474

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NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Snow Brook - Non-recourse, mortgage note payable to New Hampshire Housing, due July 2057, payable in monthly installments of $2,002 including interest at 4.35% secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	436,974	441,872
Snow Brook - Non-recourse, zero interest mortgage note payable to New Hampshire Housing (AHF), due June 2034, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	237,173	237,173
Winchester - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due May 2032, payable in monthly installments of $370, including interest at 2.00%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHHFA).	43,450	46,978
Winchester - Non-recourse, zero interest bearing mortgage note payable to New Hampshire Housing (FAF), due May 2032, payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30-year term of the mortgage note (NHHFA).	79,609	85,028
Winchester - Non-recourse, zero interest bearing, direct subsidy AHP loan secured by the Partnership's land and buildings, subject to low-income housing restrictions under the terms of the AHP agreement. In the event of a default under the aforementioned agreement, the loan is due upon demand with interest accrued at a rate of 11.67% for the period the funds were outstanding (Federal Home Loan Bank).	150,000	150,000

NOTE 3 LONG TERM DEBT (continued)

	2021	2020
Keene Highland - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due August 2035, payable in monthly installments of $3,122, including interest at 2.90%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHHFA).	434,765	-
Keene Highland - 30 year, zero interest, non-recourse deferred mortgage note payable to the City of Keene, New Hampshire due June 2035, payment of principal is deferred until the due date, secured by land and buildings (City of Keene).	915,000	-
Warwick - 30 year, zero interest, non-recourse deferred mortgage note payable to the Town of Winchester, New Hampshire due August 2036, payment of principal is deferred until the due date, secured by land and buildings (Town of Winchester).	500,000	-
Total long-term debt before unamortized deferred financing costs	11,460,204	9,049,462
Unamortized deferred financing costs	(17,619)	(18,281)
	11,442,585	9,031,181
Less current portion due within one year	142,174	125,324
	$11,300,411	$ 8,905,857

The schedule of maturities of long term debt at May 31, 2021 is as follows:

Year Ending May 31	Amount
2022	$ 142,174
2023	142,488
2024	146,073
2025	151,449
2026	157,310
Thereafter	10,720,710
Total	$11,460,204

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NOTE 4 OPERATING LEASES

The Organization leases facilities, equipment and vehicles under non-cancelable lease agreements at various financial institutions. Lease periods range from month to month to 2025. Monthly lease payments range from $900 to $3,625. Lease expense for the years ended May 31, 2021 and 2020 totaled $148,143 and $140,758, respectively.

Future minimum payments as of May 31, 2021 on the above leases are as follows:

Year Ending May 31	Amount
2022	$ 69,243
2023	1,050
2024	720
2025	120
Total	$ 71,133

NOTE 5 ACCRUED COMPENSATED BALANCES

At May 31, 2021 and 2020, the Organization accrued a liability for future annual leave time that its employees had earned and vested in the amount of $144,916 and $141,970, respectively.

NOTE 6 CONTINGENCIES

Southwestern Community Services, Inc. is the 100% owner of SCS Housing, Inc. and SCS Housing Development, Inc. SCS Housing, Inc. and SCS Housing Development, Inc. are the general partners of eight limited partnerships formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc., SCS Housing, Inc. and SCS Housing Development, Inc. have guaranteed repayment of liabilities of various partnerships totaling approximately $11,927,000 and $13,988,000 at May 31, 2021 and 2020, respectively.

Partnership real estate with a cost basis of approximately $27,348,000 and $35,896,000 at May 31, 2021 and 2020, respectively, provides collateral on these loans.

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NOTE 6 CONTINGENCIES (continued)

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If costs were found not to have been incurred in compliance with the laws and regulations, the Organization might be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of May 31, 2021 and 2020.

NOTE 7 RELATED PARTY TRANSACTIONS

During the years ended May 31, 2021 and 2020, SCS Housing, Inc. managed nine and eleven limited partnerships, respectively. Management fees charged by SCS Housing, Inc. totaled $228,239 and $295,814, for the years ended May 31, 2021 and 2020, respectively. Additionally, SCS Housing, Inc. has advanced the limited partnerships funds for cash flow purposes over several years.

The Organization has also advanced funds to a related entity for Department of Housing and Urban Development (HUD) sponsorship purposes.

The total amounts due and expected to be collected from the limited partnerships and related entities totaled $55,138 and $59,067 at May 31, 2021 and 2020, respectively.

NOTE 8 EQUITY INVESTMENT

Southwestern Community Services, Inc. and related companies use the equity method to account for their financial interests in the following companies:

	2021	2020
Cityside Housing Associates, LP	$ (9,509)	$ (9,505)
Marlborough Homes, LP	(43)	(27)
Payson Village Senior Housing Associates, LP	(12,524)	(12,514)
Railroad Square Senior Housing Associates, LP	(2,247)	(2,071)
Warwick Meadows Housing Associates, LP	-	(28)
Woodcrest Drive Housing Associates, LP	180,727	222,842
Westmill Senior Housing, LP	49	64
Keene Highland Housing Associates, LP	-	(269)
Alstead Senior Housing Associates, LP	(18,452)	(18,441)
	$ 138,001	$ 180,051

NOTE 8 EQUITY INVESTMENT (continued)

SCS Housing Development, Inc. is a 0.01% partner of Cityside Housing Associates, LP, Marlborough Homes, LP, Payson Village Senior Housing Associates, LP, Warwick Meadows Housing Associates, LP, Woodcrest Drive Housing Associates, LP, and Alstead Senior Housing Associates, LP, a 0.10% partner of Railroad Square Senior Housing Associates, LP, and a 1% partner of Westmill Senior Housing, LP during the years ended May 31, 2021 and 2020.

SCS Housing, Inc. is a 0.01% partner of Winchester Senior Housing Associates, LP, Swanzey Township Housing Associates, LP, Snow Brook Meadow Village Housing Associates, LP, and Keene Highland Housing Associates, LP during the years ended May 31, 2021 and 2020.

The remaining 99.99% ownership interest in Keene Highland Housing Associates, LP and Warwick Meadow Housing Associates, LP were acquired by Southwestern Community Services, Inc. during the year ending May 31, 2021 (see **Note 13**), and therefore the limited partnerships are included in the consolidated financial statements for the year ended May 31, 2021.

Summarized financial information for entities accounted for under the equity method, as of May 31, 2021 and 2020, consists of the following:

	2021	2020
Total assets	$ 53,169	$ 56,632
Total liabilities	15,200	16,530
Capital/Member's equity	37,969	40,102
	$ 53,169	$ 56,632
Income	$ 3,267	$ 3,408
Expenses	4,719	4,707
Net loss	$ (1,452)	$ (1,299)

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2021 AND 2020

NOTE 9 RETIREMENT PLAN

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the internal Revenue Code. All employees who have had at least 30 days of service to the Organization are eligible to contribute to the plan. The Organization begins matching contributions after the employee has reached one year of service. Employer contributions are at the Organization's discretion and totaled $296,322 and $278,209 for the years ended May 31, 2021 and 2020, respectively.

NOTE 10 RESTRICTIONS ON NET ASSETS

Net assets with donor restrictions are available for the following purposes:

	2021	2020
NNECAC – Annual Conference Fund	$ 16,646	$ 4,814
GAPS/Warm Fund	101,736	91,725
Transport	90,000	40,000
HS Parents Association	6,967	7,933
Total net assets with donor restrictions	$ 215,349	$ 144,472

NOTE 11 BOARD DESIGNATED NET ASSETS

The board designates a portion of the unrestricted net assets for WM Marcello GAPS funds. There was $12,790 and $14,888 designated by the board at May 31, 2021 and 2020, respectively.

NOTE 12 FORGIVENESS OF DEBT

During the years ended May 31, 2021 and 2020, the Organization realized forgiveness of debt income in connection with notes payable to Community Development Block Grant, HUD and Community Development Finance Authority. Forgiveness of debt income totaled $79,431 and $79,338 for the years ended May 31, 2021 and 2020, respectively.

The Organization recognized forgiveness of debt of $439,070 related to the Paycheck Protection Program during the year ended May 31, 2021. See additional detail at **Note 15**.

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NOTE 13 TRANSFER OF PARTNERSHIP INTERESTS

During the year ended May 31, 2021, Southwestern Community Services, Inc. acquired a partnership interest in two low-income housing limited partnerships: Keene Highland and Warwick. The amount paid for the partnership interest in Keene Highland and Warwick was $1 each, and at the time of acquisition, Southwestern Community Services, Inc. became the general partner.

The following is a summary of the assets and liabilities of the partnerships at the date of acquisition:

	Keene Highland	Warwick
Date of Transfer	07/01/2020	01/01/2021
Cash	$ 156,907	$ 68,061
Security deposits	21,321	12,460
Cash reserves	391,456	154,727
Property, net	2,769,245	1,237,249
Other assets	25,946	10,861
Total assets	3,364,875	1,483,358
Notes payable	1,372,220	518,078
Other liabilities	85,048	18,939
Total liabilities	1,457,268	537,017
Partners' capital	1,907,607	946,341
Partners' capital previously recorded as an investment in related parties	269	28
Partners' capital transferred	$ 1,907,876	$ 946,369

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NOTE 14 LIQUIDITY AND AVAILABILITY

The following represents Southwestern Community Services, Inc. and related companies' financial assets as of May 31, 2021 and 2020:

	2021	2020
Financial assets at year end:		
Cash and cash equivalents	$ 1,722,941	$ 1,400,153
Accounts receivable	1,781,636	1,201,132
Due from related party	55,138	59,067
Notes receivable	2,357	2,357
Cash escrow and reserve funds	1,471,741	809,897
Total financial assets	5,033,813	3,472,606
Less amounts not available to be used within one year:		
Due from related party	(55,138)	(59,067)
Notes receivable	(2,357)	(2,357)
Reserve funds	(1,471,741)	(809,897)
Total amounts not available within one year	(1,529,236)	(871,321)
Financial assets available to meet general expenditures over the next twelve months	$ 3,504,577	$ 2,601,285

The Organization has a goal to maintain unrestricted cash on hand to meet 30 days of normal operating expenditures, which are, on average, approximately $1,559,000 and $1,215,000 at May 31, 2021 and 2020, respectively. The Organization has a $250,000 line of credit available to meet cash flow needs.

NOTE 15 PAYCHECK PROTECTION PROGRAM

In April 2020, the Organization received loan proceeds in the amount of $439,070 under the Paycheck Protection Program (PPP). The PPP, is established as part of the Coronavirus Aid, Relief and Economic Security Act (CARES Act). If the Organization did not meet the loan criteria, the unforgiven portion of the PPP loan is payable over five years at an interest rate of 1%, with a deferral of payments for the first ten months. The Organization has used the proceeds for purposes consistent with the PPP and the PPP loan has been forgiven in full. Therefore, forgiveness of the loan totaling $439,070 has been recognized on the Consolidated Statement of Activities for the year ended May 31, 2021.

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NOTE 16 ECONOMIC INJURY DISASTER LOAN

During June 2020, the Organization received an Economic Injury Disaster Loan (EIDL) from the Small Business Administration with proceeds in the amount of $150,000. The EIDL is payable over 30 years at an interest rate of 2.75% with a deferral of payments for one year from the date of the note. Installments, including principal and interest, of $641 monthly begin in June 2021. The balance of principal and interest will be payable in May 2050. The loan is secured by the Small Business Administration.

The scheduled maturities of the EIDL as of May 31, 2021 were as follows:

Year Ending May 31	Amount
2022	$ 3,201
2023	3,585
2024	3,685
2025	3,788
2026	3,893
Thereafter	131,848
	$ 150,000

NOTE 17 RECLASSIFICATION

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

NOTE 18 OTHER EVENTS

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization's operations. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. The Organization's business could also be impacted should the disruptions from COVID-19 lead to changes in consumer behavior. COVID-19 also makes it more challenging for management to estimate future performance of the businesses, particularly over the near to medium term.

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NOTE 19 SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 22, 2021, the date the financial statements were available to be issued.

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
FOR THE YEAR ENDED MAY 31, 2021

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2021 Total
REVENUES									
Government contracts	$ 4,633,049	$ 3,125,051	$ 5,267,961	$ 4,060	$ 795,997	$ -	$ 13,826,118	$ 625,379	$ 14,451,497
Program service fees	1,028,348	-	56,851	846,971	-	776,732	2,708,902	-	2,708,902
Rental income	-	-	90,984	1,566,630	-	127	1,657,741	-	1,657,741
Support	55,162	9,969	242,175	-	180,072	114,194	601,572	66	601,638
Sponsorship	-	-	-	-	-	21,703	21,703	-	21,703
Interest income	13	11	198	388	22	35	667	735	1,402
Forgiveness of debt	-	-	56,411	23,020	-	-	79,431	439,070	518,501
Miscellaneous	1,947	3,908	4,613	119,379	25	39,362	169,234	69,862	239,096
In-kind contributions	-	65,414	-	-	-	-	65,414	-	65,414
Total revenues and other support	$ 5,718,519	$ 3,204,353	$ 5,719,193	$ 2,560,448	$ 976,116	$ 952,153	$ 19,130,782	$ 1,135,112	$ 20,265,894
EXPENSES									
Payroll	$ 486,387	$ 1,518,514	$ 491,084	$ 725,103	$ 350,843	$ 439,136	$ 4,011,067	$ 752,116	$ 4,763,183
Payroll taxes	25,674	106,568	37,005	43,514	30,248	33,024	276,033	120,497	396,530
Employee benefits	171,270	381,988	144,229	263,870	55,553	180,793	1,197,703	46,508	1,244,211
Retirement	32,604	85,776	24,671	51,308	20,760	14,238	229,357	68,965	298,322
Advertising	-	3,100	386	1,295	1,638	-	6,419	133	6,552
Bank charges	10	-	1,130	4,109	-	11	5,260	8,766	14,026
Computer cost	225	28,110	12,051	7,765	16,171	-	64,322	183,132	247,454
Contractual	1,007,401	12,804	42,954	61,431	680	48,737	1,174,007	59,518	1,233,525
Depreciation	-	26,438	117,967	603,938	-	7,620	755,963	153,192	909,155
Dues/registration	-	2,290	-	320	543	-	3,153	8,619	11,772
Duplicating	69	8,160	-	-	-	-	8,229	4,588	12,817
Insurance	5,539	15,035	33,483	57,881	15,298	6,890	134,126	43,490	177,616
Interest	-	5,955	5,983	48,121	-	1,690	61,749	113,918	175,667
Meeting and conference	-	-	-	840	154	133	1,127	1,637	2,764
Miscellaneous expense	2,863	-	1,242	82,239	9,546	1,359	97,249	2,675	99,924
Miscellaneous taxes	-	-	-	101,224	-	-	101,224	300	101,524
Equipment purchases	386	3,330	-	6,521	-	-	10,237	2,808	13,045
Office expense	19,084	17,479	60,872	11,834	2,568	749	112,586	49,579	162,165
Postage	300	368	126	37	348	-	1,179	31,999	33,178
Professional fees	1,050	-	3,300	38,627	-	-	42,977	81,034	124,011
Staff development and training	3,406	1,327	165	2,488	614	1,185	9,185	17,341	26,526
Subscriptions	-	-	-	98	-	-	98	2,767	2,865
Telephone	2,429	3,106	20,692	18,872	2,299	1,117	48,515	47,535	96,050
Travel	6,104	12,328	7,212	9,515	16,338	-	51,497	5,675	57,172
Vehicle	6,147	4,170	1,748	41,329	35,941	9,852	99,187	3,912	103,099
Rent	-	24,659	-	-	21,112	-	45,771	-	45,771
Space costs	-	122,478	384,093	718,703	16,731	114	1,242,119	139,968	1,382,087
Direct client assistance	3,788,549	179,702	4,126,109	12,971	24,399	3,782	8,135,512	-	8,135,512
In-kind expenses	-	65,414	-	-	-	-	65,414	-	65,414
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	5,559,497	2,629,099	5,516,502	2,913,953	621,784	750,430	17,991,265	1,948,672	19,939,937
Allocation of management and general expenses	602,161	284,763	597,504	315,616	67,347	81,281	1,948,672	(1,948,672)	-
TOTAL FUNCTIONAL EXPENSES	$ 6,161,658	$ 2,913,862	$ 6,114,006	$ 3,229,569	$ 689,131	$ 831,711	$ 19,939,937	$ -	$ 19,939,937

See Independent Auditors' Report

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
FOR THE YEAR ENDED MAY 31, 2020

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2020 Total
REVENUES									
Government contracts	$ 4,518,118	$ 3,020,857	$ 1,759,258	$ 21,581	$ 797,710	$ 33,809	$ 10,151,333	$ 468,388	$ 10,619,721
Program service fee	832,454	-	66,804	985,951	3,496	707,147	2,595,852	9,964	2,605,816
Rental income	-	-	97,328	1,067,704	-	-	1,165,032	-	1,165,032
Developer fee income	-	-	-	1,508	-	-	1,508	-	1,508
Support	81,387	36,421	219,105	-	114,117	114,844	565,874	27,736	593,610
Sponsorship	-	6,809	-	-	-	19,737	26,546	-	26,546
Interest income	12	17	1,382	2,559	35	11	4,016	5,208	9,224
Forgiveness of debt	-	-	56,318	23,020	-	-	79,338	-	79,338
Miscellaneous	2,860	3,381	21,160	77,326	19,460	-	124,187	23,926	148,113
In-kind contributions	-	167,553	-	-	-	-	167,553	-	167,553
Total revenues	$ 5,434,831	$ 3,235,038	$ 2,221,355	$ 2,179,649	$ 934,818	$ 875,548	$ 14,881,239	$ 535,222	$ 15,416,461
EXPENSES									
Payroll	$ 467,456	$ 1,374,787	$ 335,905	$ 735,214	$ 435,177	$ 424,014	$ 3,772,553	$ 731,826	$ 4,504,379
Payroll taxes	36,287	107,590	25,566	56,083	35,147	32,738	293,411	55,964	349,375
Employee benefits	135,770	412,407	121,495	271,770	85,902	193,929	1,221,273	45,011	1,266,284
Retirement	29,265	71,941	19,791	58,108	21,016	13,973	214,094	64,115	278,209
Advertising	728	3,084	83	2,632	3,999	2,100	12,626	591	13,217
Bank Charges	4	-	17	4,117	-	54	4,192	7,456	11,648
Bad debt	-	45	195	-	-	-	240	4,000	4,240
Computer cost	-	28,124	5,538	8,120	15,541	-	57,323	166,243	223,566
Contractual	776,055	18,582	13,624	27,752	2,719	74,250	912,982	41,190	954,172
Depreciation	-	27,369	108,291	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	6,687	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	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

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SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2021

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE	
U.S. Department of Agriculture					
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	10.557	State of NH, Department of Health & Human Services	010-090-52600000-102-500734		$ 325,849
Child and Adult Care Food Program	10.558	State of NH, Department of Education	Unknown		165,379
Food Distribution Cluster					
Commodity Supplemental Food Program	10.565	State of NH, Department of Health & Human Services	010-090-52600000-102-500734	$ 2,400	
Commodity Supplemental Food Program (Food Commodities)	10.565	Community Action Program Belknap-Merrimack Counties	Unknown	202,800	205,200
Total U.S. Department of Agriculture					$ 696,428
U.S. Department of Housing and Urban Development					
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731	$ 142,269	
COVID-19 Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Homeless & Housing	05-95-42-423010-79270000	86,100	$ 228,369
Supportive Housing Program	14.235	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731		116,879
Shelter Plus Care	14.238	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731		309,035
Continuum of Care Program	14.267	State of NH, DHHS, Bureau of Homeless & Housing	05-95-95-958310-717600000-102-50731		371,328
Total U.S. Department of Housing and Urban Development					$ 1,025,611
U.S. Department of Labor					
WIOA Cluster					
WIOA Adult Program	17.258	Southern NH Services	Unknown	$ 35,453	
WIOA Dislocated Worker Formula Grants	17.278	Southern NH Services	Unknown	11,255	$ 46,708
Total U.S. Department of Labor/WIOA Cluster					$ 46,708
U.S. Department of Transportation Federal Transit Administration (FTA)					
Formula Grants for Rural Areas	20.509	State of NH, Department of Transportation	04-96-96-964010-2916		$ 481,482
Transit Services Programs Cluster					
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of NH, Department of Transportation	04-96-96-964010-2916		50,512
Total U.S. Department of Transportation Federal Transit Administration (FTA)					$ 531,994
U.S. Department of Treasury					
Coronavirus Relief Fund	21.019	State of NH, DHHS, Division of Economic & Housing Stability	SS-2021-BHS-03-HOUSI-04	$ 2,210,738	
Coronavirus Relief Fund	21.019	New Hampshire Housing	Shelter Decompression	127,814	
Coronavirus Relief Fund	21.019	New Hampshire Housing	Shelter Decompression	51,625	
Coronavirus Relief Fund	21.019	Monadnock Developmental Services, Inc.	Long Term Care Stabilization Program	58,050	$ 2,448,227

See Notes to Schedule of Expenditures of Federal Awards

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SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2021

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER		FEDERAL EXPENDITURE
U.S. Department of Treasury (continued)					
Emergency Rental Assistance Program	21.023	New Hampshire Housing			$ 1,184,928
Total U.S. Department of Treasury					$ 3,633,155
U.S. Small Business Administration					
Disaster Assistance Loans	59.008	Direct Award	EIDL #1272708008		$ 150,000
Total U.S. Small Business Administration					$ 150,000
U.S. Department of Energy					
Weatherization Assistance for Low-Income Persons	81.042	State of NH, Office of Energy & Planning	01-02-024010-7706-074-500587		$ 257,105
Total U.S. Department of Energy					$ 257,105
U.S. Department of Health & Human Services					
Aging Cluster					
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	State of NH, Office of Energy & Planning	01-02-024010-7706-074-500587	$ 4,867	
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	State of NH, DHHS, Bureau of Elderly & Adult Services	05-95-48-481010-7872	37,929	$ 42,796
TANF Cluster					
Temporary Assistance for Needy Families	93.558	Southern NH Services	Unknown		138,773
Low Income Home Energy Assistance (Fuel Assistance)	93.568	State of NH, Office of Energy & Planning	01-02-02-024010-77050000-500587	4,183,409	
Low Income Home Energy Assistance (BWP)	93.568	State of NH, Office of Energy & Planning	01-02-02-024010-77050000-500587	158,764	
COVID-19 Low Income Home Energy Assistance	93.568	State of NH, DHHS, Administration for Children & Families, Office of Community Services	Grant #2001NHE5C3	40,746	4,362,919
Community Services Block Grant	93.569	State of NH, DHHS, Div. of Family Assistance	500731	367,841	
COVID-19 Community Services Block Grant	93.569	State of NH, DHHS, Division of Economic & Housing Stability	500731	234,886	602,727
Community Services Block Grant - Discretionary	93.570	State of NH, DHHS, Div. of Family Assistance			22,652

See Notes to Schedule of Expenditures of Federal Awards

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SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2021

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE	
U.S. Department of Health & Human Services (continued)					
Head Start Cluster					
Head Start	93.600	Direct Funding	01CH011494	$ 2,401,431	
COVID-19 Head Start	93.600	Direct Funding	01HE000388	131,202	$ 2,532,633
Total U.S. Department of Health & Human Services					$ 7,702,500
U.S. Department of Homeland Security					
Emergency Food and Shelter National Board Program	97.024	State of NH, DHHS, Office of Human Services	Unknown		$ 11,008
Total U.S. Department of Homeland Security					$ 11,008
TOTAL					$ 14,054,509

See Notes to Schedule of Expenditures of Federal Awards

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SOUTHWESTERN COMMUNITY SERVICES, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED MAY 31, 2021

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Southwestern Community Services, Inc. under programs of the federal government for the year ended May 31, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Southwestern Community Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE 3 INDIRECT COST RATE

Southwestern Community Services, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 FOOD DONATION

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

NOTE 5 SUBRECIPIENTS

Southwestern Community Services, Inc. had no subrecipients for the year ended May 31, 2021.

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Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
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STRATHAM

SOUTHWESTERN COMMUNITY SERVICES, INC.

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

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statement of financial position as of May 31, 2021, and the related consolidated statements of activities, functional expenses, and cash flows, for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated October 22, 2021.

Internal Control Over Financial Reporting

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Leone McDonnell & Roberts
Professional Association

October 22, 2021
Wolfeboro, New Hampshire

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SOUTHWESTERN COMMUNITY SERVICES, INC.

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

To the Board of Directors of
Southwestern Community Services, Inc.
Keene, New Hampshire

Report on Compliance for Each Major Federal Program
We have audited Southwestern Community Services, Inc.'s (a New Hampshire nonprofit corporation) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southwestern Community Services, Inc.'s major federal programs for the year ended May 31, 2021. Southwestern Community Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

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

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

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

Opinion on Each Major Federal Program
In our opinion, Southwestern Community Services, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended May 31, 2021.

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Report on Internal Control Over Compliance

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

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

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

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

Leone McDonnell & Roberts
Professional Association

October 22, 2021
Wolfeboro, New Hampshire

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SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED MAY 31, 2021

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the consolidated financial statements of Southwestern Community Services, Inc. and related companies were prepared in accordance with GAAP.

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

3. No instances of noncompliance material to the consolidated financial statements of Southwestern Community Services, Inc. and related companies, which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.

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

5. The auditors' report on compliance for the major federal award programs for Southwestern Community Services, Inc. expresses an unmodified opinion on all major federal programs.

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

7. The programs tested as major programs were: U.S. Department of Health and Human Services; Low-Income Home Energy Assistance, 93.568, Community Services Block Grant, 93.569, and Head Start, 93.600; and U.S. Department of Treasury; Coronavirus Relief Fund, 21.019, and Emergency Rental Assistance Program, 21.023;

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

9. Southwestern Community Services, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

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SOUTHWESTERN COMMUNITY SERVICES, INC.

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED MAY 31, 2021

There were no findings or questioned costs that were required to be reported in the Schedule of Findings and Questioned Costs for the year ended May 31, 2020.

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Southwestern Community Services, Inc.
Board of Directors - 2022 Composition

	CHESHIRE COUNTY	SULLIVAN COUNTY
CONSTITUENT SECTOR	**Ron Nason** SCS Tenant	**Mary Lou Huffling** Fall Mountain Emergency Food Shelf Alstead Friendly Meals
	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

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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

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information as a way of CBT&DBT restructuring.
I attended team meetings, as well as working within a team to provide excellent individualized care. Familiar with Mind link and echo as well as Microsoft office/Word. Administrative Duties include Customer service, coordinating appointments, filling med orders while keeping records up to date. Experienced with all office equipment including fax, copier, computer and phone. My phone manner and customer service manner are strong and accommodating.
Accomplishments
Gained the trust and respect of management proving to be a reliable part of their team implementing ideas as well taking on more responsibilities.
I have received waivers from the state of New Hampshire for associates degree as well as Case Manager and Day Program Specialist working on our clinician's team specializing in therapeutic treatment.
I co-coordinate Day program services as well as teach groups of ten or more residents, emphasizing on life skills needed to assist in their goals as well as daily living. I specialize in coping skill, social skill and conflict resolution, building skills, teaching with games, handouts, discussions and activities as well as role play. My duties as case manager vary depending on house managers needs but I am familiar with assessments as well as client care coordination.

Direct Service Provider

Independent Service Network - Claremont, NH
May 2014 to November 2016
Responsibilities
I help create an activity schedule then implement it on daily basis. Work on individuals' goals, Assist and monitor clients at jobs or volunteer work as needed. Assist with positive behavior supports by role Modeling and redirection. I work one on one as well as with groups intergrading within the community. Teaching and modeling social skills as well as coping skills and conflict resolution.
Daily notes to track progress and areas of needed supports. ABC sheets and incident reports tracking.
I attend quarterly meetings.
Reviewing individualized goals and program planning while giving assessments and recommendations to the team.
Accomplishments
I have gained the trust of consumers' guardians, parents, and management with positive results.
I have developed and taught a social skills class to a group of 12 clients working on basic independent. Living skills including hygiene, personal safety, conflict resolution, problem solving, coping skills and More. Teachings with art, handouts puzzles and team games where clients have shown some success.
I have also implemented a cooking class, sign language class and music/yoga with much success.
Skills Used
Positive behavior management techniques, positive reinforcement techniques, patience, awareness of Triggers, team building, role modeling, good organization and planning with a professional attitude at All times. Communication skills with case managers, team and providers. Certificates in training.

Respite Provider/ therapeutic goal work

Self Employed - Weathersfield Bow, VT
May 2014 to August 2016
Emphasis on teaching /developing social and coping skills as well as personal boundaries, supporting client with identifying symptoms and skills needed to become independent while practicing good safety boundaries.
supported client with ADLs, emphasizing on cooking, laundry, hygiene and community integration as well as interpersonal skill building.
Accomplishments
I have gained the trust of clients and provider, Making progress on safety plan as well as social boundaries and coping skills
Skills Used
Communication, patience, redirection, supervision, motivational goal work on ADLs and Interpersonal, Functioning. Emphasis on safety skill building, personal boundaries and effective communication within the community

Respite Care Provider/ in home care coordinator

Self Employed - Weathersfield Bow, VT
March 2015 to January 2016
Responsibilities

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In home respite care, supporting client with personal and medical needs for rehabilitation.
Meal preparation, and daily medications. Keep all paperwork up to date communicate with her and Provider for her needs. Practice safety and supervision.
Accomplishments
I have gained the trust of client and provider all documentation up to date with all ADLs and medical. Needs are met.
Skills Used
Positive redirection and prompting as well as supervision, supports with All ADLs, Medications and Personal needs. I assisted with doctor appointments and rehabilitation goals emphasis on moving back into independent living.

Therapeutic Foster Parent

Caseys' Family Services
October 2011 to October 2014
Responsibilities
Teaching and modeling safe personal boundaries and personal space while in community and around people to help client prevent being victimized.
Strong supervision at all times. Work closely with school team, DCF and doctors to develop and implement all safety procedures and academic needs, needed to assist in everyday life. Receiving DBT and CBT training for myself as a way to better support client with therapeutic treatment , with exercises and activities to help with mindfulness, interpersonal effectiveness, emotional Regulation and distress tolerance.
Accomplishments
I was able to gain trust of my team while teaching effective safety skill building, interpersonal Functioning, trust and social skills. My client went from 3rd grade level at school to 10th grade.
I helped Her fine her voice and build confidence while learning safety and boundaries as well Independent living Skills
Skills Used
Strong supervision, constant consistency, patience, caring attitude, understanding, strong Boundaries, positive reinforcement and positive behavior management, advocating for needs, team Building, Family supports, training's around trauma and brain development, safety building, social skill Building as well as interpersonal effectiveness, organization and communication

SLP

HCRS - Springfield, VT
April 2013 to April 2014
Shared Living Provider in residential home for one to two clients 3 days weekly.
I supported clients with ADLs as well as interpersonal functioning. Emphasis on independent living skills ,social boundaries, anxiety/anger management as well as coping skills.Modeling appropriate behavior for better results and as a way of helping clients process malformation to build on skills. consistency in skill building while holding client accountable for behaviors with natural consequences I was able to accomplish gaining the trust and respect of my client as well as help him build the skills needed to move into a more home providing situation.

Education

Bachelor's in human services

NH State waver - Concord, NH
August 2016 to April 2018

Skills

Case manager (5 years), Microsoft Excel (2 years), Mental Health (8 years), Documentation (8 years), Microsoft Office (2 years), Management (6 years), Organizational Skills (7 years), Receptionist (5 years), problem solving, Therapy, Case Management

Additional Information

I am familiar in many avenues of human services and mental health,working in this field for many years. My case management skills are excellent, always working with clients,families and agencies to provide the best individualized care. I am creative with strong interpersonal skills as well as excellent boundaries. I have recieved three Newhampshire State Waivers from the Division of Behavior /Mental health waving my associates Degree, and batchelers degree in order to work as Case manager as well as a theraputic clinician.because of my continued work and experience.

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Brenda Emperor

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

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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.

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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

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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

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Sharon LaCount McKane

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

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Lori A. Hathaway

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

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CRAIG A. HENDERSON

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

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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

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TAMMY L. BARTON

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

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TAMMY L. BARTON

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

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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

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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 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 enter into **Sole Source** amendments to existing contracts with the vendors listed below for the provision of community-based services and anti-poverty programs through the Community Services Block Grant (CSBG) by exercising the existing renewal option in the contracts by extending the completion date from September 30, 2022 to September 30, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on February 20, 2019, item #23. They were subsequently amended with Governor and Council approval on September 18, 2019, item #16, and most recently amended with Governor approval on May 6, 2021, and will be presented to the Executive Council as an informational item at a future meeting (item #TBD).

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Community Action Partnership of Strafford County	177200-B004	Strafford County	$2,220,250	$0	$2,220,250
Community Action Programs Belknap and Merrimack Counties	177203-B003	Belknap and Merrimack Counties	$2,697,906	$0	$2,697,906
Southern NH Services	177198-B006	Hillsborough and Rockingham Counties	$10,034,865	$0	$10,034,865

Southwestern Community Services	177511-R001	Cheshire and Sullivan County	$2,326,288	$0	$2,326,288
Tri-County Community Action Program	177195-B009	Grafton, Carroll, Coos County	$3,769,541	$0	$3,769,541
		Total:	**$21,048,850**	**$0**	**$21,048,850**

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022 and State Fiscal Year 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source. The five (5) Community Action Agencies are the only entities eligible to receive Community Services Block Grant funding in accordance with Public Law 105 – 285 – October 27, 1998 – Community Opportunities, Accountability, and Training and Educational Services Act of 1998.

The CSBG CARES Act funds are required to be used to help prevent, prepare for, or respond to impacts from the coronavirus. The purpose of this request is to extend the contracts and ensure these critically needed resources are available to Community Action Agencies to meet community needs at the local level due and address the economic impacts of the COVID-19 pandemic. The COVID-19 pandemic has resulted in financial challenges for many individuals due to changes to work hours, loss of employment, or lack of child care due changes in at-home learning. The increased demand in 'stop-gap' measures for individuals or families who do not qualify for government assistance has drastically increased over the last year. The upward trend of need continues as the State recovers from the COVID-19 pandemic.

At this time, the Department cannot determine the number of individuals to be served, as the agencies are in the process of assessing the need.

The Contractors provide services to individuals at the local level and assist them in becoming or remaining financially and socially independent. The Contractors will provide services to low-income individuals, including the elderly, who are impacted by the COVID-19 pandemic.

Some services provided may be 'stop gap' measures that are used in instances when an individual or family does not financially qualify for government assistance. The household may be in need of temporary assistance in order to get through a heating season or a temporary emergency that would otherwise result in the individual or family becoming eligible for full government assistance.

These Contractors administer a variety of programs including, but not limited to:

- Fuel and utility assistance.
- Neighbor Helping Neighbor programs.
- Rental assistance, security deposits and senior housing.

- Senior Community Service Employment Programs.
- Head Start.
- Supplemental Foods Women, Infants and Children (WIC).
- Weatherization.

As referenced in Exhibit C, Revisions to General Provisions, Section 3, Renewals, of the original contract, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for the one (1) remaining year available.

Should the Governor and Executive Council not authorize this request, funding to community programs, statewide may be limited. Limiting funds available, due to this public health emergency, at the community level will directly and negatively affect the citizens of New Hampshire. With heating and food costs rising on a daily basis, the federal funding for community programs is essential in order to deliver the assistance needed to eligible citizens, statewide.

Area served: Statewide

Source of Funds: CFDA #93.569. FAIN #2001NHCSC3.

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

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

05-095-045-450010-7148-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, CSBG

100% Federal Funds

Community Action Partnership of Strafford County Vendor # 177200-B004

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 317,530	$ -	$ 317,530
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 317,530	$ -	$ 317,530

Community Action Programs Belknap and Merrimack Counties Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 421,592	$ -	$ 421,592
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 421,592	$ -	$ 421,592

Southern NH Services Vendor # 177198-B006

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 1,906,268	$ -	$ 1,906,268
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 1,906,268	$ -	$ 1,906,268

Southwestern Community Services Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 326,688	$ -	$ 326,688
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 326,688	$ -	$ 326,688

Tri-County Community Action Prograr Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 615,318	$ -	$ 615,318
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 615,318	$ -	$ 615,318
		TOTAL		$ 3,587,396	$ -	$ 3,587,396

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

05-095-042-423010-80040000-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, CSBG
100% Federal Funds

Community Action Partnership of Strafford County Vendor # 177200-B004

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 559,911	$ -	$ 559,911
2021	102-500731	Contracts for Program Svcs	TBD	$ 409,464	$ 426,903	$ 836,367
2022	102-500731	Contracts for Program Svcs	TBD	$ 409,464	$ -	$ 409,464
2023	102-500731	Contracts for Program Svcs	TBD	$ 96,978	$ -	$ 96,978
		Sub Total		$ 1,475,817	$ 426,903	$ 1,902,720

Community Action Programs Belknap and Merrimack Counties Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 669,596	$ -	$ 669,596
2021	102-500731	Contracts for Program Svcs	TBD	$ 489,938	$ 510,805	$ 1,000,743
2022	102-500731	Contracts for Program Svcs	TBD	$ 489,938	$ -	$ 489,938
2023	102-500731	Contracts for Program Svcs	TBD	$ 116,037	$ -	$ 116,037
		Sub Total		$ 1,765,509	$ 510,805	$ 2,276,314

Southern NH Services Vendor # 177198-B006

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 2,429,870	$ -	$ 2,429,870
2021	102-500731	Contracts for Program Svcs	TBD	$ 1,866,462	$ 1,601,903	$ 3,468,365
2022	102-500731	Contracts for Program Svcs	TBD	$ 1,866,462	$ -	$ 1,866,462
2023	102-500731	Contracts for Program Svcs	TBD	$ 363,900	$ -	$ 363,900
		Sub Total		$ 6,526,694	$ 1,601,903	$ 8,128,597

Southwestern Community Services Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 588,199	$ -	$ 588,199
2021	102-500731	Contracts for Program Svcs	TBD	$ 430,380	$ 448,710	$ 879,090
2022	102-500731	Contracts for Program Svcs	TBD	$ 430,380	$ -	$ 430,380
2023	102-500731	Contracts for Program Svcs	TBD	$ 101,931	$ -	$ 101,931
		Sub Total		$ 1,550,890	$ 448,710	$ 1,999,600

Tri-County Community Action Prograr Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 927,838	$ -	$ 927,838
2021	102-500731	Contracts for Program Svcs	TBD	$ 678,893	$ 707,808	$ 1,386,701
2022	102-500731	Contracts for Program Svcs	TBD	$ 678,893	$ -	$ 678,893
2023	102-500731	Contracts for Program Svcs	TBD	$ 160,791	$ -	$ 160,791
		Sub Total		$ 2,446,415	$ 707,808	$ 3,154,223
		TOTAL		$ 13,765,325	$ 3,696,129	$ 17,461,454
		GRAND TOTAL		$ 17,352,721	$ 3,696,129	$ 21,048,850

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

This Amendment to the Community Services Block Grant contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Southwestern Community Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council the Governor on February 20, 2019 (Item #23), as amended on September 18, 2019, (Item #16), and as amended and approved by the Governor on June 29, 2020 and presented to the Executive Council on August 5, 2020 (Informational Item #H1), 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 General Provisions Subsection 3, Renewals, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

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

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

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

   September 30, 2023

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

   $2,326,288.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. This amendment shall be effective retroactively to February 22, 2021, subject to the Governor's approval issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, and 2021-04, and any subsequent extensions.

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

4/5/2021
Date

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

Southwestern Community Services, Inc.

4/1/2021
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

4/6/2021
Date

DocuSigned by:
Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, and 2021-04, and any subsequent extensions.

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

JUL08'20 AM11:24 DAS

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H1

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 30, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-04, 2020-08, 2020-09, and 2020-10, Governor Sununu has authorized the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into **Retroactive Sole Source** amendments to existing agreements with the vendors listed below for the provision of community based services and anti-poverty programs through the Community Services Block Grant (CSBG) to ensure critically needed resources are available to meet local low-income community needs in response to COVID-19, by increasing the total price limitation by $1,303,871 from $16,048,850 to $17,352,721 with no change to the contract completion dates of September 30, 2022, effective June 8, 2020, upon Governor approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on February 20, 2019, item #23 and most recently amended with Governor and Council approval on September 18, 2019, item #16.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Community Action Partnership of Strafford County	177200-B004	Strafford County	$1,642,750	$150,597	$1,793,347
Community Action Programs Belknap and Merrimack Counties	177203-B003	Belknap and Merrimack Counties	$2,006,906	$180,195	$2,187,101
Southern NH Services	177198-B006	Manchester and surrounding cities	$7,867,865	$565,097	$8,432,962

Southwestern Community Services	177511-R001	Cheshire County	$1,719,288	$158,290	$1,877,578
Tri-County Community Action Program	177195-B009	Coos County	$2,812,041	$249,692	$3,061,733
		Total:	**$16,048,850**	**$1,303,871**	**$17,352,721**

Funds are available in State Fiscal Year 2020 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 item is **Sole Source** because the five (5) Community Action Agencies (CAAs) are the only entities eligible to receive Community Services Block Grant funding in accordance with Public Law 105 – 285 – October 27, 1998 – Community Opportunities, Accountability, and Training and Educational Services Act of 1998. This item is **Retroactive** because the grant award required the Department to disburse the funding as quickly as possible. Due to the COVID-19 public health emergency, Community Services Block Grant CARES Act funds were allocated to the Department for the CAAs to ensure critically needed resources were and will continue to be available to meet the needs of the community, with a focus on individuals and families who are local low-income. The Community Services Block G CARES Act funds included in the contract amendments must be used to help prevent, prepare for, or respond to the coronavirus.

At this time, the Department cannot determine the number of individuals to be served, as the agencies are in the process of assessing the need. The funding is available from January 20 2020, to September 30, 2022.

The vendors provide services to individuals and families across the state in their local communities to assist them with becoming or remaining financially and socially independent. Activities and services are designed to assist individuals and families who are low income, including children and seniors. Services provided have a focus on poverty reduction in local communities and the State. The vendors provide services to individuals and families who are vulnerable and, during a state of emergency such as the COVID-19 pandemic, this vulnerability is intensified and the vendors must respond with essential and critical services and supports.

Some of the services provided are crisis, emergency response, and "stop gap" measures that are used in instances when an individual or family does not financially qualify for government assistance. The household may be in need of temporary assistance in order to get through a temporary emergency, such as the COVID-19 pandemic, that if not provided would put the individual or family in a dire circumstance or require additional financial assistance.

These vendors administer a variety of programs including, but not limited to:

- Fuel and utility assistance.
- Neighbor Helping Neighbor programs.
- Rental assistance, security deposits and senior housing.
- Senior Community Service Employment Programs.

- Head Start.
- Supplemental Foods Women, Infants and Children (WIC).
- Weatherization.

The amount of funding provided to each community program is calculated using a formula that is based on poverty demographics available from the US Census Bureau. According to the Community Services Block Grant State Plan, these funds are to be used primarily for the provision of assistance to individuals and families whose incomes are at or below the 200th percentile of the poverty level.

Area served: Statewide

Source of Funds: CFDA #93.569FAIN #2001NHCSC3.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

05-095-045-450010-7148-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, CSBG

100% Federal Funds

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

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	317,530		317,530
2020	102-500731	Contracts for Program Svcs	45012170			0
2021	102-500731	Contracts for Program Svcs	TBD			0
2022	102-500731	Contracts for Program Svcs	TBD			0
2023	102-500731	Contracts for Program Svcs	TBD			0
		Sub Total		$ 317,530	$ -	$ 317,530

Community Action Programs Belknap and Merrimack Counties — Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	421,592		421,592
2020	102-500731	Contracts for Program Svcs	45012170			
2021	102-500731	Contracts for Program Svcs	TBD			
2022	102-500731	Contracts for Program Svcs	TBD			
2023	102-500731	Contracts for Program Svcs	TBD			
		Sub Total		$ 421,592	$ -	$ 421,592

Southern NH Services — Vendor # 177198-B006

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	1,906,268		1,906,268
2020	102-500731	Contracts for Program Svcs	45012170	0		
2021	102-500731	Contracts for Program Svcs	TBD	0		
2022	102-500731	Contracts for Program Svcs	TBD			
2023	102-500731	Contracts for Program Svcs	TBD			
		Sub Total		$ 1,906,268	$ -	$ 1,906,268

Southwestern Community Services — Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	326,688		326,688
2020	102-500731	Contracts for Program Svcs	45012170	0		
2021	102-500731	Contracts for Program Svcs	TBD	0		
2022	102-500731	Contracts for Program Svcs	TBD			
2023	102-500731	Contracts for Program Svcs	TBD			
		Sub Total		$ 326,688	$ -	$ 326,688

Tri-County Community Action Prograr — Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	615,318		615,318
2020	102-500731	Contracts for Program Svcs	45012170	0		
2021	102-500731	Contracts for Program Svcs	TBD	0		
2022	102-500731	Contracts for Program Svcs	TBD			
2023	102-500731	Contracts for Program Svcs	TBD			
		Sub Total		$ 615,318	$ -	$ 615,318
		TOTAL		$ 3,587,396	$ -	$ 3,587,396

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

05-095-042-423010-80040000-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, CSBG
100% Federal Funds

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

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	409,314	150,597	559,911
2021	102-500731	Contracts for Program Svcs	TBD	409,464		409,464
2022	102-500731	Contracts for Program Svcs	TBD	409,464		409,464
2023	102-500731	Contracts for Program Svcs	TBD	98,978		98,978
		Sub Total		$ 1,325,220	$ 150,597	$ 1,475,817

Community Action Programs Belknap and Merrimack Counties — Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	489,401	180,195	669,596
2021	102-500731	Contracts for Program Svcs	TBD	489,938		489,938
2022	102-500731	Contracts for Program Svcs	TBD	489,938		489,938
2023	102-500731	Contracts for Program Svcs	TBD	116,037		116,037
		Sub Total		$ 1,585,314	$ 180,195	$ 1,765,509

Southern NH Services — Vendor # 177198-B006

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	1,864,773	565,097	2,429,870
2021	102-500731	Contracts for Program Svcs	TBD	1,866,462		1,866,462
2022	102-500731	Contracts for Program Svcs	TBD	1,866,462		1,866,462
2023	102-500731	Contracts for Program Svcs	TBD	363,900		363,900
		Sub Total		$ 5,961,597	$ 565,097	$ 6,526,694

Southwestern Community Services — Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	429,909	158,290	588,199
2021	102-500731	Contracts for Program Svcs	TBD	430,380		430,380
2022	102-500731	Contracts for Program Svcs	TBD	430,380		430,380
2023	102-500731	Contracts for Program Svcs	TBD	101,931		101,931
		Sub Total		$ 1,392,600	$ 158,290	$ 1,550,890

Tri-County Community Action Prograr — Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	678,146	249,692	927,838
2021	102-500731	Contracts for Program Svcs	TBD	678,893		678,893
2022	102-500731	Contracts for Program Svcs	TBD	678,893		678,893
2023	102-500731	Contracts for Program Svcs	TBD	160,791		160,791
		Sub Total		$ 2,196,723	$ 249,692	$ 2,446,415
		TOTAL		$ 12,461,454	$ 1,303,871	$13,765,325
		GRAND TOTAL		$ 16,048,850	$ 1,303,871	$17,352,721

Attachment #2
CSBG Vendor Totals

VENDOR NAME	VENDOR CODE	ADDRESS	CURRENT AMOUNT	INCREASE	REVISED AMOUNT
Community Action Partnership of Strafford County	177200-B004	577 Central Avenue, Suite 10 Dover, NH 03835	$ 1,642,750	$ 150,597.00	$ 1,793,347
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$ 2,006,906	$ 180,195.00	$ 2,187,101
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$ 7,867,865	$ 565,097.00	$ 8,432,962
Southwestern Community Services	177511-R001	63 Community Way PO Box 603 Keene, NH 03431	$ 1,719,288	$ 158,290.00	$ 1,877,578
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03570	$ 2,812,041	$ 249,692.00	$ 3,061,733
		TOTAL	$ 16,048,850	$ 1,303,871	$ 17,352,721
			$ 16,048,850	*$ 1,303,871*	*$ 17,352,721.00*

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Community Services Block Grant

This 2nd Amendment to the Community Services Block Grant contract (hereinafter referred to as "Amendment #2") 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 non-profit corporation with a place of business at 63 Community Way, PO Box 603, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 20, 2019, (Item #23), as amended on September 18, 2019, (Item #16), 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, Revisions to General Provisions, Section 3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

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

   $1,877,578

1. Add Exhibit A, Scope of Services, Section 1. Provisions Applicable to All Services, Subsection 1.6 to read:

   In accordance with the provisions of The Community Services Block Grant Act (42 U.S.C. et seq) as amended by Public Law 105-285 of October 27, 1998, also known as the Community Opportunities Accountability, Training and Educational Act of 1998 or the Coats Human Services Reauthorization Act of 1998; and any amendments thereto, the Contractor agrees to deliver Community Services to low-income individuals at or below 200% of the poverty income guidelines.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective retroactively effective to January 29, 2020, 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 17, 2020
Date

Name: Christine Santaniello,
Title: Director, DEHS

Southwestern Community Services, Inc.

June 11, 2020
Date

Name: John A. Manning
Title: CEO

6/11/2020

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

OFFICE OF THE ATTORNEY GENERAL

06/18/20
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:

6/11/2020

SEP04'19 AM10:23 DAS

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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

August 29, 2019

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

REQUESTED ACTION

1) Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to exercise renewal options and amend existing sole source agreements, with the vendors listed below, for the provision of community based services and anti-poverty programs through the Community Services Block Grant, by increasing the price limitation by $11,625,711 from $4,423,139 to $16,048,850 and by extending the completion date from September 30, 2019 to September 30, 2022, effective upon Governor and Executive Council approval. 100% Federal Funds.

2) Contingent upon Governor and Executive Council approval of Requested Action #1, authorize the Depatment of Health and Human Services, Division of Economic and Housing Stability, to make annual advance payments to each Contractor in amounts not to exceed one-twelfth (1/12) of the total price limitation for each state fiscal year, in support of the delivery of community-based services and anti-poverty programs through the Community Services Block Grant. These advance payments will enable the Contractors to operate during the periods between monthly reimbursements from the State.

These agreements were originally approved by the Governor and Executive Council on February 20, 2019, Item #23.

Vendor Name	Vendor Code	Address	Current Modified Budget	Increase / (Decrease)	Total Modified Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Suite 240, PO Box 160 Dover, NH 03835	$414,058	$1,228,692	$1,642,750
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive PO Box 1016 Concord, NH 03301	$537,092	$1,469,814	$2,006,906
Southern NH Services	177198-B006	40 Pine Street PO Box 5040 Manchester, NH 03108	$2,268,479	$5,599,386	$7,867,865
Southwestern Community Services	177511-R001	63 Community Way PO Box 603 Keene, NH 03431	$428,148	$1,291,140	$1,719,288
Tri-County Community Action Program	177195-B009	30 Exchange Street PO Box 367 Berlin, NH 03670	$775,362	$2,036,679	$2,812,041
		Total	**$4,423,139**	**$11,625,711**	**$16,048,850**

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2020, 2021 and 2022 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

SEE ATTACHED FISCAL DETAILS

EXPLANATION

These agreements are sole source because the five (5) Community Action Agencies are the only entities eligible to receive Community Services Block Grant funding in accordance with Public Law 105-285 October 27, 1998 – Community Opportunities, Accountability, and Training and Educational Services Act of 1998.

The purpose of this request is to continue providing funds to community programs at the local level to ensure eligible individuals and families receive community-based services that enable them to receive the assistance needed in order to meet their basic needs.

Approximately 275,792 unduplicated individuals will be served collectively by the five (5) contractors from October 1, 2019 through September 30, 2022.

The original agreement included language in the Exhibit C-1 that allows the Department to renew these contracts for up to three (3) additional years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for three (3) years at this time.

The vendors provide services to individuals at the local level that assist them with becoming or remaining financially and socially independent. Activities and services are designed to assist individuals and families who are low income, including children and seniors. Services provided have a focus on poverty reduction in local communities and the state.

Some services provided may be 'stop-gap' measures that are used in instances when an individual or family does not financially qualify for public assistance. The household may be in need of temporary assistance in order get through a particular crisis, such as, but not limited to: heating season, or a temporary emergency that would otherwise result in the individual or family requiring other public assistance.

These vendors administer a variety of programs including, but not limited to:

- Fuel and utility assistance;
- Neighbor Helping Neighbor programs;
- Rental assistance, security deposits and senior housing;
- Senior Community Service Employment Programs;
- Head Start;
- Supplemental Foods;
- Women, Infants and Children (WIC); and
- Weatherization.

In addition to the services provided to individuals, the vendors must provide an annual community action plan to the Department that describes the agency's delivery system; linkages to fill identified gaps; and coordination with other public and private resources. The vendors also conduct an annual community needs assessment. The Community Services Block Grant is administered by a tripartite board that participates in the development, planning, implementation and evaluation of the agency and its programs.

The amount of funding provided to each community program is calculated using a formula that is based on poverty demographics available from the US Census Bureau. According to the Community Services Block Grant State Plan, these funds are to be used primarily for the provision of assistance to individuals and families whose incomes are at or below the 125th percentile of the poverty level.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, may be limited. Limiting funds at the community level will directly, and negatively, impact the citizens of New Hampshire. With the rising cost of essentials, such as heat and food, the federal funding for community programs is necessary in order to deliver the assistance needed to eligible citizens statewide.

Area served: Statewide

Source of Funds: 100% Federal Funds, Catalog of Federal Domestic Assistance (CFDA) #93.569, U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Community Services Block Grant, FAIN #G-19B1NHCOSR.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET

Community Action Partnership of Strafford County (Vendor Code 177200-B004)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 317,530		$ 317,530
2020	102-500731	Contracts for Program	45012170	$ 96,528	$ 312,786	$ 409,314
2021	102-500731	Contracts for Program	TBD		$ 409,464	$ 409,464
2022	102-500731	Contracts for Program	TBD		$ 409,464	$ 409,464
2023	102-500731	Contracts for Program	TBD		$ 96,978	$ 96,978
			Sub-Total	*$ 414,058*	*$ 1,228,692*	*$ 1,642,750*

Community Action Programs Belknap and Merrimack Counties (Vendor Code 177203-B003)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 421,592		$ 421,592
2020	102-500731	Contracts for Program	45012170	$ 115,500	$ 373,901	$ 489,401
2021	102-500731	Contracts for Program	TBD		$ 489,938	$ 489,938
2022	102-500731	Contracts for Program	TBD		$ 489,938	$ 489,938
2023	102-500731	Contracts for Program	TBD		$ 116,037	$ 116,037
			Sub-Total	*$ 537,092*	*$ 1,469,814*	*$ 2,006,906*

Southern NH Services (Vendor Code 177198-B006)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 1,906,268		$ 1,906,268
2020	102-500731	Contracts for Program	45012170	$ 362,211	$ 1,502,562	$ 1,864,773
2021	102-500731	Contracts for Program	TBD		$ 1,866,462	$ 1,866,462
2022	102-500731	Contracts for Program	TBD		$ 1,866,462	$ 1,866,462
2023	102-500731	Contracts for Program	TBD		$ 363,900	$ 363,900
			Sub-Total	*$ 2,268,479*	*$ 5,599,386*	*$ 7,867,865*

Southwestern Community Services Vendor Code 177511-R001]

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 326,688		$ 326,688
2020	102-500731	Contracts for Program	45012170	$ 101,460	$ 328,449	$ 429,909
2021	102-500731	Contracts for Program	TBD		$ 430,380	$ 430,380
2022	102-500731	Contracts for Program	TBD		$ 430,380	$ 430,380
2023	102-500731	Contracts for Program	TBD		$ 101,931	$ 101,931
			Sub-Total	*$ 428,148*	*$ 1,291,140*	*$ 1,719,288*

Tri-County Community Action Program (Vendor Code 177195-B009)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 615,318		$ 615,318
2020	102-500731	Contracts for Program	45012170	$ 160,044	$ 518,102	$ 678,146
2021	102-500731	Contracts for Program	TBD		$ 678,893	$ 678,893
2022	102-500731	Contracts for Program	TBD		$ 678,893	$ 678,893
2023	102-500731	Contracts for Program	TBD		$ 160,791	$ 160,791
			Sub-Total	*$ 775,362*	*$ 2,036,679*	*$ 2,812,041*
			Grand Total	$ 4,423,139	$ 11,625,711	$ 16,048,850

05-095-045-450010-71480000-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, CSBG

Vendor	Vendor Code	Address	Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Dover, NH 03835	$ 317,530
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$ 421,592
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$ 1,906,268
Southwestern Community Services	177511-R001	63 Community Way Keene, NH 03431	$ 326,688
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03570	$ 615,318
		Subtotal:	*$ 3,587,396*

05-095-042-423010-80040000-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, CSBG

Vendor	Vendor Code	Address	Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Dover, NH 03835	$ 1,325,220
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$ 1,585,314
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$ 5,961,597
Southwestern Community Services	177511-R001	63 Community Way Keene, NH 03431	$ 1,392,600
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03570	$ 2,196,723
		Subtotal:	*$ 12,461,454*
		TOTAL	$ 16,048,850

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Community Services Block Grant (CSBG) Contract

This 1st Amendment to the Community Services Block Grant 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 non-profit corporation with a place of business at 63 Community Way, PO Box 603, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 20, 2019, (Item #23), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, 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 services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; 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 1.3, Contractor name, to read:

   Southwestern Community Services, Inc.

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

   September 30, 2022.

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

   $1,719,288.

4. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety and replace with Exhibit B - Amendment #1, Method and Conditions Precedent to Payment.

5. Delete Exhibit K, DHHS Information Security Requirements, V4. Last update 04.04.2018, in its entirety and replace with Exhibit K, DHHS Information Security Requirements, V5. Last update 10/09/18.

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

8/29/19
Date

Name: Christine Santaniello
Title: Director, DEHS

Southwestern Community Services, Inc.

08/28/19
Date

Name: Keith Thibault
Title: Development Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Cheshire on 08/28/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Stacey McGilvery, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 11/18/2020

STACEY M. McGILVERY
MY COMMISSION EXPIRES NOV. 18, 2020
NOTARY PUBLIC
NEW HAMPSHIRE

New Hampshire Department of Health and Human Services
Community Services Block Grant (CSBG)

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

OFFICE OF THE ATTORNEY GENERAL

9/3/19
Date

Name: Nancy J. Smith
Title: Sr. Asst. Atty. General

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

OFFICE OF THE SECRETARY OF STATE

_____
Date

Name:
Title:

Exhibit B – Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% federal funds from the Catalog of Federal Domestic Assistance, CFDA #93.569, Community Services Block Grant, Department of Health and Human Services, Administration for Children and Families.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. The Contractor may request, in writing, an annual advance payment of no more than one-twelfth (1/12) of the total amount allocated for each contract year.
5. Payment for said services shall be made monthly as follows:
   - 5.1. Payment shall be made for actual expenditures incurred in the fulfillment of this Agreement.
   - 5.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   - 5.3. Invoices must be completed, signed, dated and returned to the Department in order to initiate payment.
   - 5.4. 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.
   - 5.5. Invoices must be submitted electronically to:

     CSBG Coordinator
     Department of Health and Human Services
     Bureau of Housing Supports
     Housingsupportsinvoices@dhhs.nh.gov

   - 5.6. The Contractor shall utilize a form as approved by the Department to reconcile any unpaid, qualified operations and staffing expenses related to the provision of the Exhibit A, Scope of Services.
   - 5.7. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7, Completion Date.

Exhibit B – Amendment #1

6. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between state fiscal years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
9. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B, Method and Conditions Precedent to Payment.

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

Contractor Initials KG

Date 8/28/19

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

#23 mac 02.20.19

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

Jeffrey A. Meyers
Commissioner

Mark F. Jewell
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

January 8, 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, Office of Human Services, Division of Economic and Housing Stability, to enter into sole source agreements, with the vendors listed below, for the provision of community based services and anti-poverty programs through the Community Services Block Grant, in an amount not to exceed $4,423,139, effective upon Governor and Executive Council approval through September 30, 2019. 100% Federal Funds.

Funds to support this request are available in State Fiscal Years 2019 and 2020, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-095-045-450010-71480000-102-500731-45012170. HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, CSBG

Vendor	Vendor Code	Address	Grant Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Dover, NH 03835	$317,530
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$421,592
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$1,906,268
Southwestern Community Services	177511-R001	63 Community Way Keene, NH 03431	$326,688
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03670	$615,318
		Subtotal:	$3,687,396

05-095-042-423010-80040000-102-500731. HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, CSBG

Vendor	Vendor Code	Address	Grant Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Dover, NH 03835	$96,528
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$115,500
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$362,211
Southwestern Community Services	177511-R001	63 Community Way Keene, NH 03431	$101,460
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03670	$160,044
		Subtotal:	*$835,743*
		TOTAL:	$4,423,139

SEE ATTACHED FISCAL DETAILS

EXPLANATION

These agreements are sole source because the five (5) Community Action Agencies are the only entities eligible to receive Community Services Block Grant funding in accordance with Public Law 105 – 285–October 27, 1998 – Community Opportunities, Accountability, and Training and Educational Services Act of 1998.

The purpose of this request is to provide funding to community programs at the local level to ensure eligible participants receive community based services that include, but are not limited to; health, food and financial assistance, employment services, financial planning, and other necessary services. These services allow individuals and families to receive the assistance needed in order to meet their basic needs.

The vendors provide services to individuals at the local level that will assist them to become or remain financially and socially independent. Services provided have a major impact on poverty in the community. Activities and services are designed to assist low-income participants, including the elderly poor.

As referenced in the Exhibit C-1, paragraph 3, of this contract, this Agreement has the option to extend for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Some services provided may be 'stop gap' measures that are used in instances when an individual or family does not financially qualify for government assistance. The household may be in need of temporary assistance in order get through a heating season or a temporary emergency that would otherwise result in the individual or family becoming eligible for full government assistance.

These vendors administer a variety of programs including, but not limited to:

- Fuel assistance.
- Utility assistance.
- Neighbor Helping Neighbor programs.

- Rental assistance.
- Security deposits.
- Senior Community Service Employment Programs.
- Head Start.
- Supplemental Foods Women, Infants and Children (WIC).
- Weatherization.
- Senior Housing.

In addition to the services provided to individuals, the vendors must provide an annual community action plan to the Department that describes the agency's delivery system; linkages to fill identified gaps; and coordination with other public and private resources. The vendors also conduct an annual community needs assessment. The Community Services Block Grant is administered by a tripartite board that participates in the development, planning, implantation and evaluation of the agency and its programs.

The amount of funding provided to each community program is calculated using a formula that is based on poverty demographics available from the US Census Bureau. According to the Community Services Block Grant State Plan, these funds are to be used primarily for the provision of assistance to individuals and families whose incomes are at or below the 125th percentile of the poverty level.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, may be limited. Limiting funds at the community level will directly, and negatively, impact the citizens of New Hampshire. With heating and food costs rising on a daily basis, the federal funding for community programs is needed in order to deliver the assistance needed to eligible citizens, statewide.

Area served: Statewide

Source of Funds: 100% Federal Funds, Catalog of Federal Domestic Assistance (CFDA) #93.569 Agency: Department of Health and Human Services; Office: Administration for Children and Families; Office of Community Services, Community Services Block Grant.

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

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

FISCAL DETAILS

Community Action Partnership of Strafford County (Vendor Code 177200-B004)

SFY	Class/Object	Class Title	Activity Code	Amount
2019	102-500731	Contracts for Program	45012170	$317,530
2020	102-500731	Contracts for Program	45012170	$96,528
			Sub-total	$414,058

Community Action Programs Belknap and Merrimack Counties (Vendor Code 177203-B003)

SFY	Class/Object	Class Title	Activity Code	Amount
2019	102-500731	Contracts for Program	45012170	$421,592
2020	102-500731	Contracts for Program	45012170	$115,500
			Sub-total	$537,092

Southern NH Services (Vendor Code 177198-B006)

SFY	Class/Object	Class Title	Activity Code	Amount
2019	102-500731	Contracts for Program	45012170	$1,906,268
2020	102-500731	Contracts for Program	45012170	$362,211
			Sub-total	$2,268,479

Southwestern Community Services (Vendor Code 177511-R001)

SFY	Class/Object	Class Title	Activity Code	Amount
2019	102-500731	Contracts for Program	45012170	$326,688
2020	102-500731	Contracts for Program	45012170	$101,460
			Sub-total	$428,148

Tri-County Community Action Program (Vendor Code 177195-B009)

SFY	Class/Object	Class Title	Activity	Amount
2019	102-500731	Contracts for Program	45012170	$615,318
2020	102-500731	Contracts for Program	45012170	$160,044
			Sub-total	$775,362
			Grand Total	$4,423,139

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

Subject: Community Services Block Grant (CSBG/SS-2019-BHS-02-COMMU-04

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name 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		1.4 Contractor Address 63 Community Way PO Box 603 Keene, NH 03431	
1.5 Contractor Phone Number 603-352-7512	1.6 Account Number 05-095-045-450010-71480000-102-500731-45012170	1.7 Completion Date September 30, 2019	1.8 Price Limitation $428,148
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		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 12/17/18, 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 she executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] COMMISSION EXPIRES DEC. 20, 2022

1.13.2 Name and Title of Notary or Justice of the Peace
Jeffrey A. Brotta, Notary

1.14 State Agency Signature Date: 1.15.19	1.15 Name and Title of State Agency Signatory Jeffrey A. Meyers, Commissioner

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: 1/22/19

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

gm 12/18/18

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 12/17/18

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

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

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

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

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

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

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

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

Contractor Initials JM
Date 12/17/18

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 12/17/18

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. In accordance with the provisions of The Community Services Block Grant Act (42 U.S.C. et seq) as amended by Public Law 105-285 of October 27, 1998, also known as the Community Opportunities Accountability, Training and Educational Act of 1998 or the Coats Human Services Reauthorization Act of 1998; and any amendments thereto, the Contractor agrees to deliver Community Services to low-income individuals at or below 125 percent of the poverty income guidelines.

1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

1.5. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Services

2.1. The Contractor shall remain a designated Community Services Block Grant (CSBG) eligible entity by conforming to the requirements of the Acts referred to in Section 1 and any amendments thereto, which includes but is not limited to:

2.1.1. Providing an annual community action plan, which shall describe:

2.1.1.1. The service delivery system;

2.1.1.2. Linkages to fill identified gaps; and

2.1.1.3. Coordination with other public and private resources, and innovative initiatives.

2.1.2. Providing of an annual community-needs assessment;

2.1.3. Providing of an independent annual "Single Audit Act" audit;

2.1.4. Participating in an annual performance measure system via the Annual Report;

2.1.5. Participating in the Organizational Performance Standards;

2.1.6. Administering CSBG through a tripartite board that participates in the development, planning, implementation, and evaluation of the program;

2.1.7. Ensuring that cost and accounting standards of the Office of Management and Budget are in effect; and

2.1.8. Informing custodial parents in single-parent families about child support services and refer eligible parents to child support offices.

2.2. The Contractor shall provide, on an emergency basis, services to counteract conditions of starvation and malnutrition.

2.3. The Contractor shall coordinate, establish linkages and form partnerships with governmental as well as other social services and antipoverty programs.

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with funds from the Catalog of Federal Domestic Assistance, CFDA #93.569, Community Services Block Grant, Department of Health and Human Services, Administration for Children and Families.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement.
   - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   - 4.3. Invoices must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
   - 4.4. 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.
   - 4.5. Invoices must be submitted to:

     CSBG Coordinator
     Department of Health and Human Services
     Bureau of Housing Supports
     129 Pleasant Street
     Concord, NH 03301
   - 4.6. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

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 this 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 GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, 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.

2. Subparagraph 10 of the General Provisions of this contract, 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.

3. Renewal:
The Department reserves the right to extend this Agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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

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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.

Contractor Name: Southwestern Community Services, Inc.

12/17/18
Date

Name: John A. Manning
Title: Chief Executive Officer

CERTIFICATION REGARDING LOBBYING

The Contractor 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.

Contractor Name: Southwestern Community Services, Inc.

12/17/18
Date

Name: John A. Manning
Title: Chief Executive Officer

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

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Date 12/17/18

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name: Southwestern Community Services, Inc.

12/17/18
Date

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Name: Southwestern Community Services, Inc.

12/17/18
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 Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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

Contractor Name: Southwestern Community Services, Inc.

12/17/18
Date

Name: John A. Manning
Title: Chief Executive Officer

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials JM

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

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

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

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

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

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

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

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

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

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

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

Contractor Initials JM

Date 12/17/18

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

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Date 12/17/18

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

(4) Obligations of Covered Entity.

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

Department of Health and Human Services	Southwestern Community Services, Inc.
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Name of Authorized Representative	John A. Manning
Name of Authorized Representative	Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
1.15.19	12/17/18
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 Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Southwestern Community Services, Inc.

12/17/18
Date

Name: John A. Manning
Title: Chief Executive Officer

FORM A

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

1. The DUNS number for your entity is: 081251381

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

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

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials JM
Date 12/17/18

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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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 - 308. 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

Contractor Initials JM

Date 12/17/18

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 contact for Data Management or Data Exchange Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security Issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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

This Amendment to the Community Services Block Grant contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Tri-County Community Action Program, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on February 20, 2019, Item #23 as amended on September 18, 2019, Item #16, and as amended and approved by the Governor on June 29, 2020 and presented to the Executive Council on August 5, 2020, (informational Item H1) and approved by the Governor on May 6, 2021 and presented to the Executive Council on June 2, 2021, (informational Item #25), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation to support continued delivery of these services; and

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

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

   $4,433,419

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 retroactive to October 1, 2022, 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

12/6/2022
Date

DocuSigned by:
Karen Hebert
Karen Hebert
Division Director

Tri-County Community Action Program, Inc.

12/6/2022
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

12/6/2022
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: EA3D28B8-3015-4425-A303-4815A9AFE537

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: EA3D28B8-3015-4425-A303-4815A9AFE537

CERTIFICATE OF AUTHORITY

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

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

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

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

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

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

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

Dated: 11/28/22

Sandy Alonzo
Signature of Elected Officer
Name: Sandy Alonzo
Title: Board Chair

DocuSign Envelope ID: EA3D28B8-3015-4425-A303-4815A9AFE537

ACORD

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

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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**

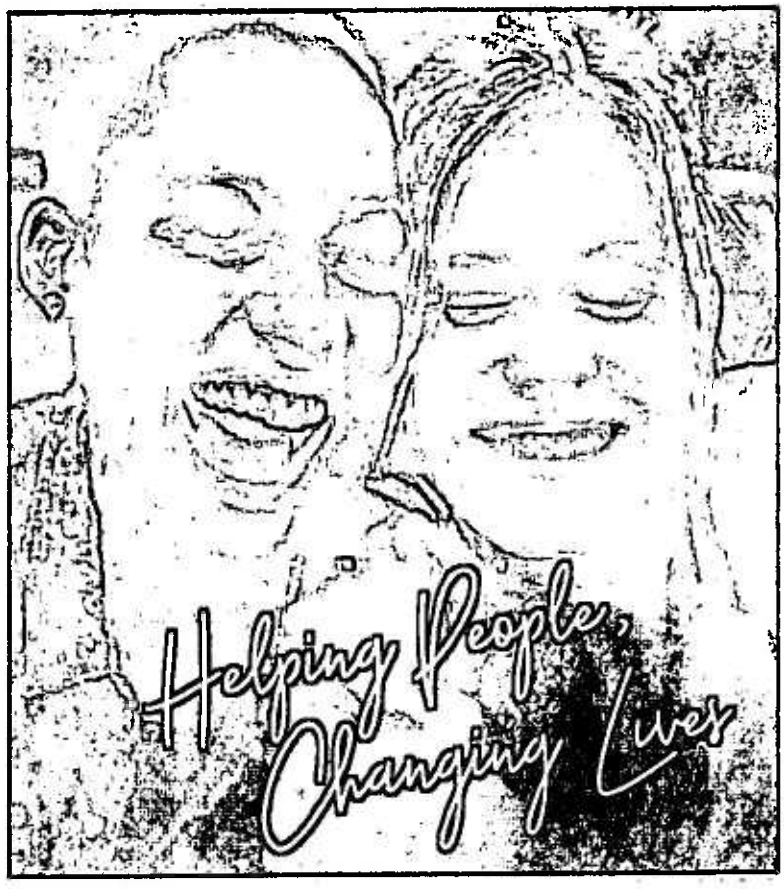
Individuals and families are empowered to create vibrant communities and foster self-sufficiency.

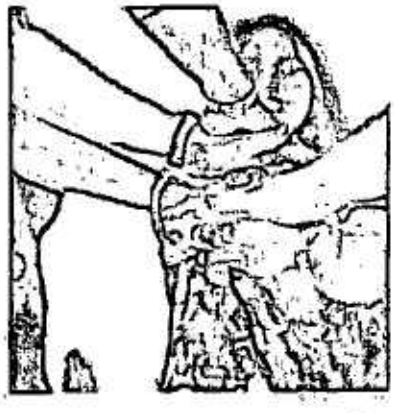
VALUES **STATEMENT**

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

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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

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

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

To the Board of Directors of
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.

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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

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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

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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	Grandfamilies	Transportation	Volunteer	Workforce Development	Carroll County Depot	Support Center	Homeless	Energy and Community Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total
Direct Expenses																
Payroll	$ 420,622	$ 1,590,871	$ 518,354	$ 427,492	$ 53,155	$ 14,240	$ 298,217	$ 111,208	$ 496,439	$ 1,358,878	$ 541,938	$ 34,084	$ 5,823,276	$ 657,959	$ -	$ 6,481,235
Payroll taxes and benefits	114,864	458,654	141,579	86,552	14,246	5,266	57,825	29,302	124,300	388,856	129,167	-	1,549,453	171,815	-	1,721,268
Assistance to clients	31,899	-	-	79,632	-	10,650	-	73,957	3,984,734	5,803,029	962	-	9,984,863	-	-	9,984,863
Consumable supplies	15,065	224,233	9,860	12,788	6,717	53	45,030	3,472	13,399	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	4,884	8,708	495	1,248	25,218	148,400	53,262	-	499,878	92,807	-	592,683
Depreciation expense	160,408	55,544	-	69,021	-	-	40,214	11,084	2,429	38,652	3,333	87,363	448,264	1,151	-	449,415
In-kind expended	-	123,709	-	29,683	-	-	-	90,076	48,507	-	72,626	-	364,581	-	-	364,581
Consultants and contractors	-	6,937	1,376	-	-	-	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	25,880	43,414	25,548	23,937	349,039	4,036	-	353,075
Travel and meetings	1,389	58,943	2,929	22,740	182	113	1,370	967	17,189	23,188	8,785	-	136,695	2,458	-	139,153
Other direct program costs	(38,110)	37,081	1,810	20,399	2,048	-	1,249	5,472	29,605	58,987	21,932	37,742	166,873	13,077	-	180,050
Fiscal and administrative	1,721	1,005	10,788	882	1,047	-	7,837	1,773	3,188	33,866	4,670	2,389	68,444	134,629	-	203,073
Building and grounds maintenance	107,973	21,907	130	7,907	72	-	4,819	7,441	6,791	68,567	5,956	11,141	242,344	-	-	242,344
Interest expense	96,971	16	449	4	-	-	29,240	10	3	720	3	-	127,416	(104)	-	127,312
Vehicle expense	2,156	-	-	73,585	-	-	-	-	-	84,998	-	-	160,739	-	-	160,739
Insurance	49,960	7,079	506	2,266	-	-	1,334	2,695	3,714	6,491	3,251	10,822	77,328	31,502	-	108,828
Maintenance of equipment and rental	(56,923)	51,182	9,017	6,986	13,173	-	(3,131)	63	2,539	24,134	12,430	-	70,314	20,351	-	90,665
Fixed fees	(30,611)	-	-	-	-	-	1,746	-	1,956	1,373	3,212	-	(22,374)	10,440	-	(11,934)
Total Direct Expenses	1,017,860	2,858,419	760,053	870,078	96,817	40,175	698,841	356,356	4,785,909	8,541,527	1,192,453	192,010	21,354,301	1,172,088	-	22,527,289
Indirect Expenses																
Indirect costs	130,691	292,769	83,180	78,104	9,042	2,961	72,306	21,596	61,997	280,488	120,217	-	1,172,998	(1,172,998)	-	-
Total Direct & Indirect expenses	$ 1,148,551	$ 3,149,188	$ 843,233	$ 948,182	$ 105,859	$ 43,136	$ 741,977	$ 377,952	$ 4,847,906	$ 8,822,015	$ 1,312,670	$ 192,010	$ 22,527,299	$ -	$ -	$ 22,527,289

See Notes to Consolidated Financial Statements

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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	$ 483,819	$ 57,338	$ 199,997	$ 253,488	$ 287,574	$ 374,236	$ 1,141,718	$ 409,173	$ 17,920	$ 5,482,474	$ 648,437	$ -	$ 6,130,911
Payroll taxes and benefits	71,944	393,287	136,956	96,383	16,861	59,058	84,265	75,617	97,289	320,970	118,173	-	1,451,804	169,852	-	1,621,256
Assistance to clients	68,833	73	-	90,787	-	8,841	-	85,565	182,974	5,694,176	-	-	6,131,279	-	-	6,131,279
Consumable supplies	23,124	181,459	9,940	6,856	2,392	2,113	34,993	4,706	5,541	208,068	333,333	885	873,501	10,766	-	884,267
Space costs and rentals	7,487	180,023	40,611	15,288	4,151	62,790	-	6,578	25,018	128,812	52,347	-	523,175	70,855	-	594,030
Depreciation expense	169,309	61,571	-	50,152	-	-	43,660	12,070	1,433	36,263	3,453	67,389	435,310	3,157	-	438,467
In-kind expended	-	273,892	-	69,017	8,729	-	-	37,759	57,179	-	11,250	-	453,826	-	-	453,826
Consultants and contractors	2,206	9,412	3,846	-	-	-	198,772	-	-	325	19,446	-	234,009	13,749	-	247,758
Utilities	151,798	24,796	19,037	16,429	1,335	6,989	10,474	25,084	23,398	42,516	25,060	25,905	373,161	6,903	-	380,064
Travel and meetings	347	68,974	20,039	54,002	284	5,936	1,878	6,425	14,740	22,171	20,927	825	214,348	16,804	-	231,152
Other direct program costs	45,642	52,207	1,745	17,586	2,992	200	1,749	676	5,825	30,991	44,545	56,950	261,110	4,561	2,890	268,561
Fiscal and administrative	18,635	2,041	24,589	900	1,045	229	6,830	2,499	2,550	29,497	4,823	8,013	102,752	76,036	-	178,788
Building and grounds maintenance	91,663	27,273	110	5,103	-	-	6,924	8,557	4,657	731	2,355	18,643	166,216	-	-	166,216
Interest expense	107,855	280	525	71	8	-	21,942	102	-	1,983	-	-	132,768	531	-	133,297
Vehicle expense	5,445	-	-	95,868	-	-	-	-	-	79,863	-	-	181,176	-	-	181,176
Insurance	47,076	7,358	464	2,112	1,153	-	1,209	2,706	3,234	8,649	-	3,820	77,764	31,974	-	109,738
Maintenance of equipment and rental	5,737	51,006	5,772	1,849	537	-	5,641	1,322	115	15,770	12,656	20,150	120,475	9,181	-	129,656
Fixed fees	1,310	-	-	-	-	-	1,589	-	1,958	1,508	1,605	-	7,974	7	-	7,981
Total Direct Expenses	1,047,358	2,769,065	769,587	991,004	94,845	348,114	693,610	558,244	800,148	7,824,201	1,149,136	220,900	17,224,920	1,062,613	2,890	18,290,413
Indirect Expenses																
Indirect costs	99,090	251,005	80,338	89,181	9,234	31,975	86,562	46,881	59,393	212,905	116,049	-	1,062,613	(1,062,613)	-	-
Total Direct & Indirect expenses	$ 1,146,448	$ 3,020,070	$ 849,935	$ 1,080,685	$ 104,079	$ 378,089	$ 720,372	$ 605,125	$ 859,541	$ 8,037,106	$ 1,265,185	$ 220,900	$ 18,287,533	$ -	$ 2,890	$ 18,290,413

See Notes to Consolidated Financial Statements

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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

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NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Principles of Consolidation

The consolidated financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (Cornerstone) is a New Hampshire nonprofit corporation that was incorporated under the laws of the State of New Hampshire for the acquisition, construction and operation of community-based housing for the elderly.

Nature of activities

The Organization's programs consist of the following:

Agency

Tri-County CAP Administration provides central program management support and oversight to the Organization's many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc.'s, Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

Head Start

Head Start provides comprehensive services to low-income children and their families. Head Start supports children's growth and development in a positive learning environment through a variety of activities as well as providing services, which include in addition to early learning, health and family well-being. All children receive health and development screenings, nutritious meals, oral health and mental health support. Parents and families are supported in achieving their own goals, such as housing stability, continued education, and financial stability.

Programs support and strengthen parent-child relationships as their child's primary educator. Head Start staff work as partners with parents to identify and provide individualized activities that support their child's growth and development.

Tri-County Community Action Head Start serves approximately 250 children in Carroll, Coos & Grafton counties in 9 locations with 13 center-based classrooms and 1 home-based option.

Guardianship

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity. This program serves over 400 individuals. Additional services include, conservatorship, representative payee-ship, federal fiduciary services, benefit management services and private probate accounting services.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 17 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

The Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum group of 393 volunteers, ages 55 and older, of which 225 actively served during the last reporting period. These volunteers share their skills, life experiences, and time with over 60 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 28,000 hours yearly.

Workforce Development

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy families (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

Carroll County Dental

Tamworth Dental Center (the Center) offers state of the art quality oral healthcare to uninsured families and individuals. The Center offers a full array of services including preventative, restorative, and oral surgery. The Center accepts most dental insurances, state insurances, and offers a sliding fee scale based on income ratio to federal poverty guidelines. The school-based project of the Center has undergone modifications necessary due to the pandemic. 9 outreach schools within the vicinity of the Center will be made. Education, treatments, and referrals will be made available.

Support Center

The Organization's Support Center at Burch House provides direct service and shelter to victims and survivors of domestic and sexual violence and stalking in Northern Grafton County. Support Center services are accessible 24 hours a day, 365 days a year. They include: crisis intervention; supportive counseling; court, hospital and policy advocacy and accompaniment; emergency shelter; support groups; community education and outreach; violence prevention programs for students; information, referrals and assistance accessing other community resources.

Homeless

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients.

The Organization also provides some housing rehabilitation services to help preserve older housing stock.

Energy Assistance and Outreach

Energy Assistance Services provide fuel and electric assistance through direct pay to vendors or a discount on the client's bill. Community Contact sites allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organization's clients about other programs offered, as well as other programs available through other organizations in the community.

Low-Income Weatherization

The NH weatherization program helps low-income families, elderly, disabled, small children and individuals lower their home energy costs; increase their health, safety, and comfort; and improve the quality of living while improving housing stock in communities around the state utilizing energy cost saving, health and safety and carbon lowering measures. The NH Weatherization Assistance Program also creates local NH jobs.

Elder

The Organization's elder program provides senior meals in 14 community dining sites, home delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with person-centered counseling, Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

Housing Services

Cornerstone Housing North, Inc. (Cornerstone) is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development (HUD), and a significant portion of their rental income is received from HUD.

Cornerstone includes a 12-unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by HUD with respect to the rental charges and operating methods.

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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**.

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Contributions

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Support that is restricted is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based on reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental program. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write off method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

Property and Depreciation

Acquisitions of buildings, equipment, and improvements in excess of $5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets.

Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation.

Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs that do not materially prolong the useful lives of assets are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and improvements	20 to 40 years
Vehicles	5 to 8.5 years
Furniture and equipment	5 to 15 years

Client Rents and HUD Rent Subsidy

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated $324,140 and $181,463 as of June 30, 2021 and 2020, respectively.

Nonprofit tax status

The Organization is a *not-for-profit* Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for donors. The Organization files information returns in the United States. The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed.

The Organization follows FASB ASC 740, *Accounting for Income Taxes,* which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

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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.

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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.

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Program salaries and related expenses are allocated to the various programs and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

Workers Compensation expenses are charged to each program based upon the classification of each employee and allocated to the various program based upon the time employees spend on each function as noted above.

Paid Leave is charged to a leave pool and is allocated to each program as a percentage of total salaries.

Fringe Benefits are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

Depreciation expense is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the statements of functional expenses.

Other occupancy expenses are applicable to assets which are used by multiple programs. Buildings are primarily charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the statements of functional expenses.

Insurance: automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

The remaining shared expenses are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees, and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal, effective for the fiscal year beginning July 1, 2020, received provisional approval and is effective, until amended, at a rate of 12%. Per the agreement with the U.S. Department of Health and Human Services, the Organization's final rate for the year ended June 30, 2020 was 10.80%. The actual rate for the year ended June 30, 2021 was approximately 11.37%, which is allowable because it is less than the provisional rate.

Advertising policy

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the years ended June 30, 2021 and 2020 was $28,130 and $25,483, respectively.

Debt Issuance Costs

During the year ended June 30, 2019, the Organization retrospectively adopted the provisions of the FASB Accounting Standards Update (ASU) No. 2015-03, "*Simplifying the Presentation of Debt Issuance Costs.*" The ASU is limited to simplifying the presentation of debt issuance costs, and the recognition and measurement guidance for debt issuance costs is not affected by the ASU. Amortization expense of $887 has been included with interest expense in the consolidated statements of functional expenses for both 2021 and 2020.

Revenue Recognition Policy

The Organization derives revenue primarily from grants, contracts, and contributions. Grants are recognized as revenue upon receipt. Revenue from contracts is recognized when the service has been performed. Contributions are recognized as revenue when the donor makes a pledge to give that is, in substance, an unconditional promise. Contributions are recorded as with donor restrictions or without donor restrictions.

New Accounting Pronouncement

In May 2014, FASB issued ASU 2014-09 (Topic 606) – Revenue from Contracts with Customers. The ASU and all subsequently issued clarifying ASUs replaced the most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue from cash flows arising from contracts with customers. The Organization adopted the new standard effective July 1, 2020, the first day of the Organization's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for any of the applicable revenue streams; as such, no cumulative effect adjustment was recorded. See revenue recognition policy above.

Other Matters

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread continue to affect the Organization's business. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic.

During the years ended June 30, 2021 and 2020, and through the date of this report, the Organization has not experienced a significant decline in revenues, nor a significant change in its operations.

NOTE 2. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of June 30, 2021 and 2020:

	2021	2020
Financial assets at year-end:		
Cash and cash equivalents, undesignated	$ 3,237,032	$ 2,257,081
Accounts receivable	1,617,249	1,322,852
Pledges receivable	216,423	307,017
Total financial assets	5,070,704	3,886,950
Less amounts not available to be used within one year:		
Net assets with donor restrictions	483,385	596,550
Less net assets with time restrictions to be met in less than a year	(412,665)	(410,015)
Amounts not available within one year	70,720	186,535
Financial assets available to meet general expenditures over the next twelve months	$ 4,999,984	$ 3,700,415

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates $3,569,000 and $2,860,000 at June 30, 2021 and 2020, respectively.

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NOTE 3. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) for each financial institution up to $250,000. Cash balances may exceed the insured limits at times throughout the year.

The following table provides a reconciliation of cash and restricted cash reported within the statements of financial position that sum to the total in the statements of cash flows as of June 30:

	2021	2020
Cash, operations	$ 3,237,032	$ 2,257,081
Restricted cash, current	1,317,839	796,937
Restricted cash, long term	439,822	384,711
Total cash and restricted cash	$ 4,994,693	$ 3,438,729

Cash Restrictions

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 7.** It is required to maintain a balance of $19,968 in the account, which is restricted from withdrawal except to make payments of debt service or as approved by the U.S. Department of Agriculture.

Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2021 and 2020 was $20,059 and $20,040, respectively. The Organization has made all of their scheduled deposits for the years ended June 30, 2021 and 2020. These amounts are included in restricted cash on the Consolidated Statements of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 7**). The required balance in the account is $173,817 and is equal to 12 monthly payments. The balance as of June 30, 2021 and 2020 was $174,755 and $174,626, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash on the Consolidated Statements of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this restriction at June 30, 2021 and 2020 was $1,317,839 and $796,937, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2021 and 2020 was $1,317,839 and $796,937, respectively, and is included in the restricted cash balance on the Statements of Financial Position.

Certain cash accounts related to Cornerstone Housing North, Inc. are restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2021 and 2020 was $245,008 and $190,045, respectively. See **Note 15**.

NOTE 4. INVENTORY

In 2021 and 2020, inventory included weatherization materials which had been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2021 and 2020 consists of weatherization materials, totaling $52,985 and $102,430, respectively.

NOTE 5. PROPERTY

Property consists of the following at June 30, 2021:

	Capitalized Cost	Accumulated Depreciation	Net Book Value
Building	$ 9,931,953	$ 4,233,084	$ 5,698,869
Equipment	2,394,489	1,617,101	777,388
Construction in progress	172,653	-	172,653
Land	418,840	-	418,840
	$12,917,935	$ 5,850,185	$ 7,067,750

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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

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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

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

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	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

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NOTE 11. IN-KIND CONTRIBUTIONS

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, transportation and elder programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions.

The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and elder programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

NOTE 12. CONCENTRATION OF RISK

Tri-County Community Action Program, Inc. receives a majority of its support from federal and state governments. For the years ended June 30, 2021 and 2020, approximately $18,238,690 (76%) and $14,380,020 (74%), respectively, of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant impact on the Organization's programs and activities.

Cornerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the years ended June 30, 2021 and 2020, approximately 67% and 68%, respectively, of the Organization's total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone Housing North, Inc.'s assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, the Organization operates in a regulated environment. The operation of the Organization is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.

NOTE 13. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following specific program services as of June 30, 2021 and 2020:

	2021	2020
Temporary Municipal Funding	$ 216,423	$ 307,017
FAP	174,056	102,998
Restricted Buildings	39,913	85,713
Loans – HSGP	24,403	22,029
FAP/EAP	16,330	24,350
RSVP Program Funds	5,887	5,887
Head Start	5,856	-
RSVP – Matter to Balance	500	500
10 Bricks Shelter Funds	17	-
DOE	-	46,287
Donations to Maple Fund	-	1,571
Loans – HHARLF	-	104
Coronavirus Response	-	94
Total net assets with donor restrictions	$ 438,385	$ 596,550

NOTE 14. COMMITMENTS AND CONTINGENCIES

Grant Compliance

The Organization receives funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

Environmental Contingencies

On March 30, 2009, the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company.

The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment, provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

Loss Contingencies

During the year ended June 30, 2018 and subsequently, legal actions were brought against the Organization. Due to the uncertainty of the outcome of such cases as of June 30, 2021, as well as the uncertainty of the Organization's potential liability, no amount has been accrued by the Organization at this time.

NOTE 15. REPLACEMENT RESERVE AND RESIDUAL RECEIPTS ACCOUNTS

Under Cornerstone Housing North, Inc.'s regulatory agreement with HUD, the Organization is required to set aside amounts into a replacement reserve for the replacement of property and other project expenditures approved by HUD. HUD-restricted deposits of $181,723 and $155,278 were held in a segregated account at June 30, 2021 and 2020, respectively. HUD-restricted deposits generally are not available for operating purposes.

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. Residual receipts of $59,517 and $31,049 were held in a segregated account for the years ended June 30, 2021 and 2020, respectively.

HUD has initiated policies to recapture funds built up in residual receipts accounts upon renewal of the Organization's project rental assistance contract. The policies direct that the amounts in excess of certain limits in the residual receipts account be (a) used to offset rent subsidies due from HUD under HAP contracts, or (b) remitted directly to HUD. The policies generally require project owners to limit the monies accumulated in the residual receipts account to $250 per unit.

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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.

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Health and Human Services				
HEAD START CLUSTER				
Head Start	93.600		01CH10000-06-00	$ 1,811,807
Head Start	93.600		01CH011936-01-00	1,100,815
CRSSA-Head Start	93.600			44,544
			CLUSTER TOTAL	2,957,166
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-20B1NHLIEA	171,618
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-21B1NHLIEA	4,833,072
CV-Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	2001NHE5C3	787,288
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-20B1NHLIEA 1056420	(12,553)
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-21B1NHLIEA 1056420	227,527
			TOTAL	6,006,950
AGING CLUSTER				
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	93.044	State of New Hampshire Office of Energy and Planning	18AANHT3SS	6,489
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr. Wheels)	93.044	State of New Hampshire Department of Health and Human Services	512-500352	81,322
			TOTAL	87,811
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate & HD Meals)	93.045	State of New Hampshire Department of Health and Human Services	541-500386	300,127
CV-Special Programs for the Aging-Title III, Part C - Nutrition Services (Congregate & HD Meals)	93.045	State of New Hampshire Department of Health and Human Services		161,544
			TOTAL	461,671
Nutrition Services Incentive Program (NSIP)	93.053	State of New Hampshire Department of Health and Human Services	NONE	93,340
			CLUSTER TOTAL	642,822
Community Services Block Grant	93.569	State of New Hampshire Department of Health and Human Services	102-500731	470,848
CV - Community Services Block Grant	93.569	State of New Hampshire Department of Health and Human Services	NONE	279,400
			TOTAL	750,248
Temporary Assistance for Needy Families (NHEP Workplace Success)	93.558	Southern New Hampshire Services, Inc.	16-DHHS-BWW-CSP-05	36,127
Temporary Assistance for Needy Families (JARC)	93.558	State of New Hampshire Department of Health and Human Services	1802NHTANF	24,800
			TOTAL	60,927
HIV Care Formula Grants (Ryan White Care Program)	93.917	State of New Hampshire Department of Health and Human Services	530-500371	2,932
Social Services Block Grant (Title XX I&R)	93.667	State of New Hampshire Department of Health and Human Services	545-500387	104,826
Social Services Block Grant (Title XX HD)	93.667	State of New Hampshire Department of Health and Human Services	544-500386	85,043
Social Services Block Grant (Guardianship)	93.667	State of New Hampshire Department of Health and Human Services	102-500731	13,524
			TOTAL	203,393
Promoting Safe and Stable Families/Family Violence Prevention and Services/Discretionary	93.556 & 93.592	State of New Hampshire Coalition against Domestic and Sexual Violence	SPIRDV	13,226
Provider Relief Fund	93.498			31,678
Projects for Assistance in Transition from Homelessness	93.150	State of New Hampshire Office of Human Services, Bureau of Homeless	05-95-42-423010-7926	52,372
Special Programs for the Aging Title IV and Title II Discretionary Projects	93.048	University of New Hampshire		15,000
CV-Special Programs for the Aging Title IV and Title II Discretionary Projects	93.048	University of New Hampshire		19,319
			TOTAL	34,319
Total U.S. Department of Health and Human Services				$ 10,758,033

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Energy				
Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Service	EE0007935	$ 277,664
Total U.S. Department of Energy				$ 277,664
U.S. Corporation for National and Community Service				
Retired and Senior Volunteer Program	94.002		19SRANH001	$ 77,198
Total U.S. Corporation for National and Community Service				$ 77,198
U.S. Department of Agriculture				
Child and Adult Care Food Program	10.558	State of New Hampshire Department of Education	NONE	$ 138,900
FOOD DISTRIBUTION CLUSTER				
Emergency Food Assistance Program	10.569	BMCAP	CLUSTER TOTAL	17,739
Total U.S. Department of Agriculture				$ 156,639
U.S. Department of Homeland Security				
Emergency Food & Shelter Program (FEMA)	97.024			$ 5,886
CV-Emergency Food & Shelter Program (FEMA)	97.024			22,775
Total U.S. Department of Homeland Security				$ 28,661
U.S. Department of Justice				
Crime Victim Assistance (VOCA)	16.575	State of New Hampshire Coalition against Domestic and Sexual Violence	VOCA	$ 112,770
Sexual Assault Services Formula Program (SASP)	16.017	State of New Hampshire Coalition against Domestic and Sexual Violence	2019-KF-AX-0043	17,173
OVW Technical Assistance Initiative	16.526	Grafton County Court	OVW-2016-13829	13,794
Total U.S. Department of Justice				$ 143,737
U.S. Department of Transportation				
Formula Grants for Rural Areas (Section 5311)	20.509	State of New Hampshire Department of Transportation	NH-18-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-X006	6,297
			CLUSTER TOTAL	6,297
Total U.S. Department of Transportation				$ 582,687
U.S. Department of Housing and Urban Development				
Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services	102-500731	$ 62,625
CV-Emergency Solutions Grant Program	14.231	State of NH Governor's Office for Emergency Relief & Recovery		58,804
			TOTAL	121,429
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	NH0020H001811	71,685
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	SS-2019-BHHS-01-Coord-04	130,822
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	NONE	36,165
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	NH0120T1G00190	14,157
			TOTAL	253,029
Total U.S Department of Housing and Urban Development				$ 374,458

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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.

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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.

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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

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TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

Report on Compliance for Each Major Federal Program
We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2021. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility
Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal programs.

Auditors' Responsibility
Our responsibility is to express an opinion on compliance for each of Tri-County Community Action Program Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Tri-County Community Action Program Inc.'s compliance.

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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

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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

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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

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Jeanne L. Robillard

CORE STRENGTHS

Program development, management and administration • Community collaborations
Development of policy, protocol, and service delivery to meet funder standards
Grant writing and management • Budget performance and financial reporting
Innovative solutions & problem solving • Capacity building
Professional presentations • Public speaking
Dedication • Imagination • Determination • Fortitude

PROFESSIONAL EXPERIENCE

Tri-County Community Action Programs, Inc.
Chief Executive Officer
Berlin, NH ***2018 - current FT employment***

Tri-County Community Action Programs, Inc.
Chief Operating Officer
Berlin, NH 2016 - 2018
Responsible for the operations of six agency Divisions with 15 individual programs that provide over 60 consumer services across three counties of Northern New Hampshire. Essential duties include; supervision of Division Directors, oversee and monitor program resources, revenues, expenditures and budget performance; tactical oversight of programs to meet or exceed agency defined strategic goals; develop and implement strategies to improve individual programs and overall agency program and fiscal performance; oversee and lead special projects such as the Annual Report, Strategic Plan, Community Needs Assessment process, and work with Senior Management Team to develop new service initiatives. Provide tactical guidance to Division Directors to trouble shoot issues and problems in the daily operations of programs.

Tri-County Community Action Programs, Inc.
Division Director: TCCAP Prevention Services
Berlin, NH 2015- 2016
Responsible for four agency programs under the umbrella of TCCAP Prevention Services; oversee division resources, revenues, and expenditures and monitor budget performance; general oversight of programs to meet or exceed agency defined strategic goals; supervise program directors; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and agency; develop fundraising and marketing strategies for programs; represent program through participation in state and local initiatives relative to program/division goals and service delivery; collaborate with stakeholders and elected officials, including presenting legislative testimony.

Tri-County Community Action Programs, Inc.
Program/Division Director: Support Center at Burch House
Littleton, New Hampshire 2007- 2015
Oversee daily operation and supervision of domestic and sexual violence crisis center and residential shelter; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and parent agency; oversee program resources, revenues and expenditures, and monitor budget performance and progress toward strategic goals; create and direct victim advocacy programs to ensure compliance with grant deliverables and applicable state and federal law; develop fundraising and marketing strategies; participate in state and local collaborations to enhance victim services; represent program in state and federal victim service initiatives, including presentation of legislative testimony; create and present trainings for medical and legal profcssionals on legal standards and best practices for victim services.

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Bookkeeper: Women's Rural Entrepreneurial Network (WREN)
Bethlehem, NH current PT employment
Responsible for grant fiscal tracking, reporting, funds release and account transfers, bi-weekly payroll and 941 payments, accounts payable and receivable, month end reconciliations for bank accounts, credit cards, petty cash, retail and market sales; monthly POS/QB reconciliation for three retail locations, preparing monthly cash flow, forecasts, and standard fiscal reports for Board of Directors.

Tri-County Community Action Programs, Inc.
Direct Services/Volunteer Coordinator: Support Center at Burch House
Littleton, New Hampshire 1997 to 2007
Provide advocacy and direct service to victims of domestic and sexual violence; supervise court advocacy programs; recruit, train and supervise staff, volunteers, and interns; develop agency systems, policies and protocols; create and present community outreach presentations and campaigns; present school-based violence prevention classes for grades K-12 ; provide on-call coverage of crisis line

Director: Haverhill Area Juvenile Diversion Program
Woodsville, New Hampshire 1999-2001
Recruit, train, and supervise volunteer diversion committees; establish community programming for diverted youth; supportive counseling of youth; maintain collaborative relationships between the court system, juvenile service officers, local police departments, and diversion program; prepare and file court reports on diverted youth; community outreach and education

Counselor/Title I Teacher: Northern Family Institute-Jefferson Shelter
Jefferson, New Hampshire 1996-1999
Provide individual supportive counseling to adjudicated youth, facilitate peer support groups, develop and implement treatment plans and case management services to clients, supervise and tutor youth in classroom setting, supervise youth in daily living skills

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Education

BS in Human Services, Springfield College School of Human Services, Boston, MA
Criminal Justice Concentration, *Graduated with 4.0 GPA*

AS in Drug and Alcohol Rehabilitation Counseling (DARC Program)
Southern Connecticut Community College, New Haven, CT

Additional Skills, Professional Leadership and Civic Affiliations

- Chairman, Bethlehem Board of Selectmen, Town of Bethlehem Twice Elected *2006-2010*
- Chairman, Arts Alliance of Northern New Hampshire *2000-2003, Treasurer 1996-1998*
- Chairman, Haverhill Area Family Violence Council *1998-2003*
- Certified PRIME FOR LIFE Impaired Driver Intervention Program Instructor #NH16199
- Registered Sexual Harassment Prevention Trainer in the State of New Hampshire
- Board Member, Women's Rural Entrepreneurial Network *2014; Individual Member 2008-2017*
- Bethlehem Planning Board *2010 - 2015*
- Bethlehem Conservation Commission *2006 - current*
- Granite United Way, North Country Cabinet Member *2011-2012*
- TCCAP: Commendation- Division Director Award, *2011*
- Bethlehem Citizen's Advisory Committee on Recycling *2007-2010*
- Licensed Foster Parent, State of NH *2000-2006*
- Small Business Owner : Aurora Energies *2015- current*
- Speakeasy Trio Jazz Vocalist/ Sweet Jamm Swing Band Jazz Vocalist *1997- current*
- Member, United States Figure Skating Association/International Skating Institute *current since 1993*

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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:

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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

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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.

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*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.

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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

Tri-County Community Action Program, Inc.

Key Personnel

Name	Job Title	Salary	% of Salary Paid by contract	Amount paid by contract
Jeanne Robillard	CEO	$132,000	50%	$66,000
Randall Pilotte	CFO	$90,000	25%	$22,500
Brenda Gagne	Interim CPO	$75,000	0	0

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 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 enter into **Sole Source** amendments to existing contracts with the vendors listed below for the provision of community-based services and anti-poverty programs through the Community Services Block Grant (CSBG) by exercising the existing renewal option in the contracts by extending the completion date from September 30, 2022 to September 30, 2023, effective upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on February 20, 2019, item #23. They were subsequently amended with Governor and Council approval on September 18, 2019, item #16, and most recently amended with Governor approval on May 6, 2021, and will be presented to the Executive Council as an informational item at a future meeting (item #TBD).

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Community Action Partnership of Strafford County	177200-B004	Strafford County	$2,220,250	$0	$2,220,250
Community Action Programs Belknap and Merrimack Counties	177203-B003	Belknap and Merrimack Counties	$2,697,906	$0	$2,697,906
Southern NH Services	177198-B006	Hillsborough and Rockingham Counties	$10,034,865	$0	$10,034,865

Southwestern Community Services	177511-R001	Cheshire and Sullivan County	$2,326,288	$0	$2,326,288
Tri-County Community Action Program	177195-B009	Grafton, Carroll, Coos County	$3,769,541	$0	$3,769,541
		Total:	**$21,048,850**	**$0**	**$21,048,850**

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022 and State Fiscal Year 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source. The five (5) Community Action Agencies are the only entities eligible to receive Community Services Block Grant funding in accordance with Public Law 105 – 285 – October 27, 1998 – Community Opportunities, Accountability, and Training and Educational Services Act of 1998.

The CSBG CARES Act funds are required to be used to help prevent, prepare for, or respond to impacts from the coronavirus. The purpose of this request is to extend the contracts and ensure these critically needed resources are available to Community Action Agencies to meet community needs at the local level due and address the economic impacts of the COVID-19 pandemic. The COVID-19 pandemic has resulted in financial challenges for many individuals due to changes to work hours, loss of employment, or lack of child care due changes in at-home learning. The increased demand in 'stop-gap' measures for individuals or families who do not qualify for government assistance has drastically increased over the last year. The upward trend of need continues as the State recovers from the COVID-19 pandemic.

At this time, the Department cannot determine the number of individuals to be served, as the agencies are in the process of assessing the need.

The Contractors provide services to individuals at the local level and assist them in becoming or remaining financially and socially independent. The Contractors will provide services to low-income individuals, including the elderly, who are impacted by the COVID-19 pandemic.

Some services provided may be 'stop gap' measures that are used in instances when an individual or family does not financially qualify for government assistance. The household may be in need of temporary assistance in order to get through a heating season or a temporary emergency that would otherwise result in the individual or family becoming eligible for full government assistance.

These Contractors administer a variety of programs including, but not limited to:

- Fuel and utility assistance.
- Neighbor Helping Neighbor programs.
- Rental assistance, security deposits and senior housing.

- Senior Community Service Employment Programs.
- Head Start.
- Supplemental Foods Women, Infants and Children (WIC).
- Weatherization.

As referenced in Exhibit C, Revisions to General Provisions, Section 3, Renewals, of the original contract, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for the one (1) remaining year available.

Should the Governor and Executive Council not authorize this request, funding to community programs, statewide may be limited. Limiting funds available, due to this public health emergency, at the community level will directly and negatively affect the citizens of New Hampshire. With heating and food costs rising on a daily basis, the federal funding for community programs is essential in order to deliver the assistance needed to eligible citizens, statewide.

Area served: Statewide

Source of Funds: CFDA #93.569. FAIN #2001NHCSC3.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

05-095-045-450010-7148-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, CSBG

100% Federal Funds

Community Action Partnership of Strafford County Vendor # 177200-B004

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 317,530	$ -	$ 317,530
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 317,530	$ -	$ 317,530

Community Action Programs Belknap and Merrimack Counties Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 421,592	$ -	$ 421,592
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 421,592	$ -	$ 421,592

Southern NH Services Vendor # 177198-B006

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 1,906,268	$ -	$ 1,906,268
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 1,906,268	$ -	$ 1,906,268

Southwestern Community Services Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 326,688	$ -	$ 326,688
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 326,688	$ -	$ 326,688

Tri-County Community Action Prograr Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ 615,318	$ -	$ 615,318
2020	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2021	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2022	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
2023	102-500731	Contracts for Program Svcs	TBD	$ -	$ -	$ -
		Sub Total		$ 615,318	$ -	$ 615,318
		TOTAL		$ 3,587,396	$ -	$ 3,587,396

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

05-095-042-423010-80040000-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, CSBG
100% Federal Funds

Community Action Partnership of Strafford County Vendor # 177200-B004

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 559,911	$ -	$ 559,911
2021	102-500731	Contracts for Program Svcs	TBD	$ 409,464	$ 426,903	$ 836,367
2022	102-500731	Contracts for Program Svcs	TBD	$ 409,464	$ -	$ 409,464
2023	102-500731	Contracts for Program Svcs	TBD	$ 96,978	$ -	$ 96,978
		Sub Total		$ 1,475,817	$ 426,903	$ 1,902,720

Community Action Programs Belknap and Merrimack Counties Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 669,596	$ -	$ 669,596
2021	102-500731	Contracts for Program Svcs	TBD	$ 489,938	$ 510,805	$ 1,000,743
2022	102-500731	Contracts for Program Svcs	TBD	$ 489,938	$ -	$ 489,938
2023	102-500731	Contracts for Program Svcs	TBD	$ 116,037	$ -	$ 116,037
		Sub Total		$ 1,765,509	$ 510,805	$ 2,276,314

Southern NH Services Vendor # 177198-B006

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 2,429,870	$ -	$ 2,429,870
2021	102-500731	Contracts for Program Svcs	TBD	$ 1,866,462	$ 1,601,903	$ 3,468,365
2022	102-500731	Contracts for Program Svcs	TBD	$ 1,866,462	$ -	$ 1,866,462
2023	102-500731	Contracts for Program Svcs	TBD	$ 363,900	$ -	$ 363,900
		Sub Total		$ 6,526,694	$ 1,601,903	$ 8,128,597

Southwestern Community Services Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 588,199	$ -	$ 588,199
2021	102-500731	Contracts for Program Svcs	TBD	$ 430,380	$ 448,710	$ 879,090
2022	102-500731	Contracts for Program Svcs	TBD	$ 430,380	$ -	$ 430,380
2023	102-500731	Contracts for Program Svcs	TBD	$ 101,931	$ -	$ 101,931
		Sub Total		$ 1,550,890	$ 448,710	$ 1,999,600

Tri-County Community Action Prograr Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	$ -	$ -	$ -
2020	102-500731	Contracts for Program Svcs	45012170	$ 927,838	$ -	$ 927,838
2021	102-500731	Contracts for Program Svcs	TBD	$ 678,893	$ 707,808	$ 1,386,701
2022	102-500731	Contracts for Program Svcs	TBD	$ 678,893	$ -	$ 678,893
2023	102-500731	Contracts for Program Svcs	TBD	$ 160,791	$ -	$ 160,791
		Sub Total		$ 2,446,415	$ 707,808	$ 3,154,223
		TOTAL		$ 13,765,325	$ 3,696,129	$ 17,461,454
		GRAND TOTAL		$ 17,352,721	$ 3,696,129	$ 21,048,850

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the Community Services Block Grant contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Tri-County Community Action Program, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council the Governor on February 20, 2019 (Item #23), as amended on September 18, 2019, (Item #16), and as amended and approved by the Governor on June 29, 2020 and presented to the Executive Council on August 5, 2020 (Informational Item #H1), 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, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 30, 2023

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $3,769,541.

Contractor Initials JR (DS)
Date 3/31/2021

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect. This amendment shall be effective retroactively to February 22, 2021, subject to the Governor's approval issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, and 2021-04, and any subsequent extensions.

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

4/1/2021
Date

DocuSigned by:
Christine Santaniello
Name: Christine Santaniello
Title: Director

Tri-County Community Action Program, Inc.

3/31/2021
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

DocuSigned by:

4/1/2021
Date

Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, and 2021-04, and any subsequent extensions.

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibinette
Commissioner

Christine L. Santagelo
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 30, 2020

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-04, 2020-08, 2020-09, and 2020-10, Governor Sununu has authorized the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into **Retroactive Sole Source** amendments to existing agreements with the vendors listed below for the provision of community based services and anti-poverty programs through the Community Services Block Grant (CSBG) to ensure critically needed resources are available to meet local low-income community needs in response to COVID-19, by increasing the total price limitation by $1,303,871 from $16,048,850 to $17,352,721 with no change to the contract completion dates of September 30, 2022, effective June 8, 2020, upon Governor approval. 100% Federal Funds.

The original contracts were approved by Governor and Council on February 20, 2019, item #23 and most recently amended with Governor and Council approval on September 18, 2019, item #16.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Community Action Partnership of Strafford County	177200-B004	Strafford County	$1,642,750	$150,597	$1,793,347
Community Action Programs Belknap and Merrimack Counties	177203-B003	Belknap and Merrimack Counties	$2,006,906	$180,195	$2,187,101
Southern NH Services	177198-B006	Manchester and surrounding cities	$7,867,865	$565,097	$8,432,962

Southwestern Community Services	177511-R001	Cheshire County	$1,719,288	$158,290	$1,877,578
Tri-County Community Action Program	177195-B009	Coos County	$2,812,041	$249,692	$3,061,733
		Total:	**$16,048,850**	**$1,303,871**	**$17,352,721**

Funds are available in State Fiscal Year 2020 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 item is **Sole Source** because the five (5) Community Action Agencies (CAAs) are the only entities eligible to receive Community Services Block Grant funding in accordance with Public Law 105 – 285 – October 27, 1998 – Community Opportunities, Accountability, and Training and Educational Services Act of 1998. This item is **Retroactive** because the grant award required the Department to disburse the funding as quickly as possible. Due to the COVID-19 public health emergency, Community Services Block Grant CARES Act funds were allocated to the Department for the CAAs to ensure critically needed resources were and will continue to be available to meet the needs of the community, with a focus on individuals and families who are local low-income. The Community Services Block G CARES Act funds included in the contract amendments must be used to help prevent, prepare for, or respond to the coronavirus.

At this time, the Department cannot determine the number of individuals to be served, as the agencies are in the process of assessing the need. The funding is available from January 20 2020, to September 30, 2022.

The vendors provide services to individuals and families across the state in their local communities to assist them with becoming or remaining financially and socially independent. Activities and services are designed to assist individuals and families who are low income, including children and seniors. Services provided have a focus on poverty reduction in local communities and the State. The vendors provide services to individuals and families who are vulnerable and, during a state of emergency such as the COVID-19 pandemic, this vulnerability is intensified and the vendors must respond with essential and critical services and supports.

Some of the services provided are crisis, emergency response, and "stop gap" measures that are used in instances when an individual or family does not financially qualify for government assistance. The household may be in need of temporary assistance in order to get through a temporary emergency, such as the COVID-19 pandemic, that if not provided would put the individual or family in a dire circumstance or require additional financial assistance.

These vendors administer a variety of programs including, but not limited to:

- Fuel and utility assistance.
- Neighbor Helping Neighbor programs.
- Rental assistance, security deposits and senior housing.
- Senior Community Service Employment Programs.

- Head Start.
- Supplemental Foods Women, Infants and Children (WIC).
- Weatherization.

The amount of funding provided to each community program is calculated using a formula that is based on poverty demographics available from the US Census Bureau. According to the Community Services Block Grant State Plan, these funds are to be used primarily for the provision of assistance to individuals and families whose incomes are at or below the 200th percentile of the poverty level.

Area served: Statewide

Source of Funds: CFDA #93.569FAIN #2001NHCSC3.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Shibinette
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

05-095-045-450010-7148-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, CSBG
100% Federal Funds

Community Action Partnership of Strafford County — Vendor # 177200-B004

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	317,530		317,530
2020	102-500731	Contracts for Program Svcs	45012170			0
2021	102-500731	Contracts for Program Svcs	TBD			0
2022	102-500731	Contracts for Program Svcs	TBD			0
2023	102-500731	Contracts for Program Svcs	TBD			0
		Sub Total		$ 317,530	$ -	$ 317,530

Community Action Programs Belknap and Merrimack Counties — Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	421,592		421,592
2020	102-500731	Contracts for Program Svcs	45012170			
2021	102-500731	Contracts for Program Svcs	TBD			
2022	102-500731	Contracts for Program Svcs	TBD			
2023	102-500731	Contracts for Program Svcs	TBD			
		Sub Total		$ 421,592	$ -	$ 421,592

Southern NH Services — Vendor # 177198-B008

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	1,906,268		1,906,268
2020	102-500731	Contracts for Program Svcs	45012170	0		
2021	102-500731	Contracts for Program Svcs	TBD	0		
2022	102-500731	Contracts for Program Svcs	TBD			
2023	102-500731	Contracts for Program Svcs	TBD			
		Sub Total		$ 1,906,268	$ -	$ 1,906,268

Southwestern Community Services — Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	326,688		326,688
2020	102-500731	Contracts for Program Svcs	45012170	0		
2021	102-500731	Contracts for Program Svcs	TBD	0		
2022	102-500731	Contracts for Program Svcs	TBD			
2023	102-500731	Contracts for Program Svcs	TBD			
		Sub Total		$ 326,688	$ -	$ 326,688

Tri-County Community Action Prograr — Vendor # 177185-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170	615,318		615,318
2020	102-500731	Contracts for Program Svcs	45012170	0		
2021	102-500731	Contracts for Program Svcs	TBD	0		
2022	102-500731	Contracts for Program Svcs	TBD			
2023	102-500731	Contracts for Program Svcs	TBD			
		Sub Total		$ 615,318	$ -	$ 615,318
		TOTAL		$ 3,587,396	$ -	$ 3,587,396

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FINANCIAL DETAIL

05-095-042-423010-80040000-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, CSBG
100% Federal Funds

Community Action Partnership of Strafford County — Vendor # 177200-B004

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	409,314	150,597	559,911
2021	102-500731	Contracts for Program Svcs	TBD	409,464		409,464
2022	102-500731	Contracts for Program Svcs	TBD	409,464		409,464
2023	102-500731	Contracts for Program Svcs	TBD	96,978		96,978
		Sub Total		$ 1,325,220	$ 150,597	$ 1,475,817

Community Action Programs Belknap and Merrimack Counties — Vendor # 177203-B003

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	489,401	180,195	669,596
2021	102-500731	Contracts for Program Svcs	TBD	489,938		489,938
2022	102-500731	Contracts for Program Svcs	TBD	489,938		489,938
2023	102-500731	Contracts for Program Svcs	TBD	116,037		116,037
		Sub Total		$ 1,585,314	$ 180,195	$ 1,765,509

Southern NH Services — Vendor # 177198-B006

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	1,864,773	565,097	2,429,870
2021	102-500731	Contracts for Program Svcs	TBD	1,866,462		1,866,462
2022	102-500731	Contracts for Program Svcs	TBD	1,866,462		1,866,462
2023	102-500731	Contracts for Program Svcs	TBD	363,900		363,900
		Sub Total		$ 5,961,597	$ 565,097	$ 6,526,694

Southwestern Community Services — Vendor # 177511-R001

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	429,909	158,290	588,199
2021	102-500731	Contracts for Program Svcs	TBD	430,380		430,380
2022	102-500731	Contracts for Program Svcs	TBD	430,380		430,380
2023	102-500731	Contracts for Program Svcs	TBD	101,931		101,931
		Sub Total		$ 1,392,600	$ 158,290	$ 1,550,890

Tri-County Community Action Prograi — Vendor # 177195-B009

State Fiscal Year	Class / Account	Class Title	Activity/Job #	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program Svcs	45012170			0
2020	102-500731	Contracts for Program Svcs	45012170	678,146	249,692	927,838
2021	102-500731	Contracts for Program Svcs	TBD	678,893		678,893
2022	102-500731	Contracts for Program Svcs	TBD	678,893		678,893
2023	102-500731	Contracts for Program Svcs	TBD	160,791		160,791
		Sub Total		$ 2,196,723	$ 249,692	$ 2,446,415
		TOTAL		$ 12,461,454	$ 1,303,871	$13,765,325
		GRAND TOTAL		$ 16,048,850	$ 1,303,871	$17,352,721

Attachment #2
CSBG Vendor Totals

VENDOR NAME	VENDOR CODE	ADDRESS	CURRENT AMOUNT	INCREASE	REVISED AMOUNT
Community Action Partnership of Strafford County	177200-B004	577 Central Avenue, Suite 10 Dover, NH 03835	$ 1,642,750	$ 150,597.00	$ 1,793,347
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$ 2,006,906	$ 180,195.00	$ 2,187,101
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$ 7,867,865	$ 565,097.00	$ 8,432,962
Southwestern Community Services	177511-R001	63 Community Way PO Box 603 Keene, NH 03431	$ 1,719,288	$ 158,290.00	$ 1,877,578
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03570	$ 2,812,041	$ 249,692.00	$ 3,061,733
		TOTAL	$ 16,048,850	$ 1,303,871	$ 17,352,721
			$ 16,048,850	$ 1,303,871	$ 17,352,721.00

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Community Services Block Grant

This 2nd Amendment to the Community Services Block Grant contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation 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 February 20, 2019, (Item #23), as amended on September 18, 2019, (Item #16), 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, Revisions to General Provisions, Section 3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $3,061,733

1. Add Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6 to read:

   In accordance with the provisions of The Community Services Block Grant Act (42 U.S.C. et seq) as amended by Public Law 105-285 of October 27, 1998, also known as the Community Opportunities Accountability, Training and Educational Act of 1998 or the Coats Human Services Reauthorization Act of 1998; and any amendments thereto, the Contractor agrees to deliver Community Services to low-income individuals at or below 200% of the poverty income guidelines.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective retroactively effective to January 29, 2020, 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 17, 2020
Date

Christine Santaniello
Name: Christine Santaniello,
Title: Director, DEHS

Tri-County Community Action Program, Inc.

6/12/2020
Date

Name: Gabriel 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

06/18/20
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:

SEP04'19 AM10:23 DAS

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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

August 29, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1) Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to exercise renewal options and amend existing sole source agreements, with the vendors listed below, for the provision of community based services and anti-poverty programs through the Community Services Block Grant, by increasing the price limitation by $11,625,711 from $4,423,139 to $16,048,850 and by extending the completion date from September 30, 2019 to September 30, 2022, effective upon Governor and Executive Council approval. 100% Federal Funds.

2) Contingent upon Governor and Executive Council approval of Requested Action #1, authorize the Depatment of Health and Human Services, Division of Economic and Housing Stability, to make annual advance payments to each Contractor in amounts not to exceed one-twelfth (1/12) of the total price limitation for each state fiscal year, in support of the delivery of community-based services and anti-poverty programs through the Community Services Block Grant. These advance payments will enable the Contractors to operate during the periods between monthly reimbursements from the State.

These agreements were originally approved by the Governor and Executive Council on February 20, 2019, Item #23.

Vendor Name	Vendor Code	Address	Current Modified Budget	Increase / (Decrease)	Total Modified Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Suite 240; PO Box 160 Dover, NH 03835	$414,058	$1,228,692	$1,642,750
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive PO Box 1016 Concord, NH 03301	$537,092	$1,469,814	$2,006,906
Southern NH Services	177198-B006	40 Pine Street PO Box 5040 Manchester, NH 03108	$2,268,479	$5,599,386	$7,867,865
Southwestern Community Services	177511-R001	63 Community Way PO Box 603 Keene, NH 03431	$428,148	$1,291,140	$1,719,288
Tri-County Community Action Program	177195-B009	30 Exchange Street PO Box 367 Berlin, NH 03570	$775,362	$2,036,679	$2,812,041
		Total	$4,423,139	$11,625,711	$16,048,850

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2020, 2021 and 2022 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

SEE ATTACHED FISCAL DETAILS

EXPLANATION

These agreements are sole source because the five (5) Community Action Agencies are the only entities eligible to receive Community Services Block Grant funding in accordance with Public Law 105-285 October 27, 1998 – Community Opportunities, Accountability, and Training and Educational Services Act of 1998.

The purpose of this request is to continue providing funds to community programs at the local level to ensure eligible individuals and families receive community-based services that enable them to receive the assistance needed in order to meet their basic needs.

Approximately 275,792 unduplicated individuals will be served collectively by the five (5) contractors from October 1, 2019 through September 30, 2022.

The original agreement included language in the Exhibit C-1 that allows the Department to renew these contracts for up to three (3) additional years, subject to the continued availability of funding, satisfactory performance of service, parties' written authorization and approval from the Governor and Executive Council. The Department is in agreement with renewing services for three (3) years at this time.

The vendors provide services to individuals at the local level that assist them with becoming or remaining financially and socially independent. Activities and services are designed to assist individuals and families who are low income, including children and seniors. Services provided have a focus on poverty reduction in local communities and the state.

Some services provided may be 'stop-gap' measures that are used in instances when an individual or family does not financially qualify for public assistance. The household may be in need of temporary assistance in order get through a particular crisis, such as, but not limited to: heating season, or a temporary emergency that would otherwise result in the individual or family requiring other public assistance.

These vendors administer a variety of programs including, but not limited to:

- Fuel and utility assistance;
- Neighbor Helping Neighbor programs;
- Rental assistance, security deposits and senior housing;
- Senior Community Service Employment Programs;
- Head Start;
- Supplemental Foods;
- Women, Infants and Children (WIC); and
- Weatherization.

In addition to the services provided to individuals, the vendors must provide an annual community action plan to the Department that describes the agency's delivery system; linkages to fill identified gaps; and coordination with other public and private resources. The vendors also conduct an annual community needs assessment. The Community Services Block Grant is administered by a tripartite board that participates in the development, planning, implementation and evaluation of the agency and its programs.

The amount of funding provided to each community program is calculated using a formula that is based on poverty demographics available from the US Census Bureau. According to the Community Services Block Grant State Plan, these funds are to be used primarily for the provision of assistance to individuals and families whose incomes are at or below the 125th percentile of the poverty level.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, may be limited. Limiting funds at the community level will directly, and negatively, impact the citizens of New Hampshire. With the rising cost of essentials, such as heat and food, the federal funding for community programs is necessary in order to deliver the assistance needed to eligible citizens statewide.

Area served: Statewide

Source of Funds: 100% Federal Funds, Catalog of Federal Domestic Assistance (CFDA) #93.569, U.S. Department of Health and Human Services, Administration for Children and Families, Office of Community Services, Community Services Block Grant, FAIN #G-19B1NHCOSR.

In the event that Federal Funds are no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET

Community Action Partnership of Strafford County (Vendor Code 177200-B004)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 317,530		$ 317,530
2020	102-500731	Contracts for Program	45012170	$ 96,528	$ 312,786	$ 409,314
2021	102-500731	Contracts for Program	TBD		$ 409,464	$ 409,464
2022	102-500731	Contracts for Program	TBD		$ 409,464	$ 409,464
2023	102-500731	Contracts for Program	TBD		$ 96,978	$ 96,978
			Sub-Total	*$ 414,058*	*$ 1,228,692*	*$ 1,642,750*

Community Action Programs Belknap and Merrimack Counties (Vendor Code 177203-B003)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 421,592		$ 421,592
2020	102-500731	Contracts for Program	45012170	$ 115,500	$ 373,901	$ 489,401
2021	102-500731	Contracts for Program	TBD		$ 489,938	$ 489,938
2022	102-500731	Contracts for Program	TBD		$ 489,938	$ 489,938
2023	102-500731	Contracts for Program	TBD		$ 116,037	$ 116,037
			Sub-Total	*$ 537,092*	*$ 1,469,814*	*$ 2,006,906*

Southern NH Services (Vendor Code 177198-B005)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 1,906,268		$ 1,906,268
2020	102-500731	Contracts for Program	45012170	$ 361,211	$ 1,502,562	$ 1,864,773
2021	102-500731	Contracts for Program	TBD		$ 1,866,462	$ 1,866,462
2022	102-500731	Contracts for Program	TBD		$ 1,866,462	$ 1,866,462
2023	102-500731	Contracts for Program	TBD		$ 363,900	$ 363,900
			Sub-Total	*$ 2,268,479*	*$ 5,599,386*	*$ 7,867,865*

Southwestern Community Services Vendor Code 177511-R001)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 326,688		$ 326,688
2020	102-500731	Contracts for Program	45012170	$ 101,460	$ 328,449	$ 429,909
2021	102-500731	Contracts for Program	TBD		$ 430,380	$ 430,380
2022	102-500731	Contracts for Program	TBD		$ 430,380	$ 430,380
2023	102-500731	Contracts for Program	TBD		$ 101,931	$ 101,931
			Sub-Total	*$ 428,148*	*$ 1,291,140*	*$ 1,719,288*

Tri-County Community Action Program (Vendor Code 177195-B009)

State Fiscal Year	Class/Account	Class Title	Activity/Job#	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2019	102-500731	Contracts for Program	45012170	$ 615,318		$ 615,318
2020	102-500731	Contracts for Program	45012170	$ 160,044	$ 518,102	$ 678,146
2021	102-500731	Contracts for Program	TBD		$ 678,893	$ 678,893
2022	102-500731	Contracts for Program	TBD		$ 678,893	$ 678,893
2023	102-500731	Contracts for Program	TBD		$ 160,791	$ 160,791
			Sub-Total	*$ 775,362*	*$ 2,036,679*	*$ 2,812,041*
			Grand Total	$ 4,423,139	$ 11,625,711	$ 16,048,850

05-095-045-450010-71480000-102:500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, CSBG

Vendor	Vendor Code	Address	Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Dover, NH 03835	$ 317,530
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$ 421,592
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$ 1,906,268
Southwestern Community Services	177511-R001	63 Community Way Keene, NH 03431	$ 326,688
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03570	$ 615,318
		Subtotal:	*$ 3,587,396*

05-095-042-423010-80040000-102-500731-45012170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, CSBG

Vendor	Vendor Code	Address	Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Dover, NH 03835	$ 1,325,220
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$ 1,585,314
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$ 5,961,597
Southwestern Community Services	177511-R001	63 Community Way Keene, NH 03431	$ 1,392,600
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03570	$ 2,196,723
		Subtotal:	*$ 12,461,454*
		TOTAL	$ 16,048,850

State of New Hampshire.
Department of Health and Human Services
Amendment #1 to the Community Services Block Grant (CSBG) Contract

This 1st Amendment to the Community Services Block Grant contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation 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 February 20, 2019, (Item #23), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, 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 services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; 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 1.3, Contractor name, to read:

   Tri-County Community Action Program, Inc.

2. Form P-37 General Provisions, Block 1.4, Contractor Address, to read:

   30 Exchange Street, Berlin, NH 03570

3. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 30, 2022.

4. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $2,812,041.

5. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety and replace with Exhibit B - Amendment #1, Method and Conditions Precedent to Payment.

6. Delete Exhibit K, DHHS Information Security Requirements, V4. Last update 04.04.2018, in its entirety and replace with Exhibit K, DHHS Information Security Requirements, V5. Last update 10/09/18.

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

8/29/19
Date

Name: Christine Santaniello
Title: Director, DEHS

Tri-County Community Action Program, Inc.

8/27/19
Date

Name: Jeanne Robillard
Title: CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Coos on 8/27/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Christina Morin Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 12/19/2023

CHRISTINA MORIN, Notary Public
State of New Hampshire
My Commission Expires December 19, 2023

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

9/3/19
Date

Name: Nancy J. Smith
Title: Sr. Asst. Atty. General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B – Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% federal funds from the Catalog of Federal Domestic Assistance, CFDA #93.569, Community Services Block Grant, Department of Health and Human Services, Administration for Children and Families.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. The Contractor may request, in writing, an annual advance payment of no more than one-twelfth (1/12) of the total amount allocated for each contract year.
5. Payment for said services shall be made monthly as follows:
   - 5.1. Payment shall be made for actual expenditures incurred in the fulfillment of this Agreement.
   - 5.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   - 5.3. Invoices must be completed, signed, dated and returned to the Department in order to initiate payment.
   - 5.4. 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.
   - 5.5. Invoices must be submitted electronically to:

     CSBG Coordinator
     Department of Health and Human Services
     Bureau of Housing Supports
     Housingsupportsinvoices@dhhs.nh.gov

   - 5.6. The Contractor shall utilize a form as approved by the Department to reconcile any unpaid, qualified operations and staffing expenses related to the provision of the Exhibit A, Scope of Services.
   - 5.7. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7, Completion Date.

6. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.

7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

8. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between state fiscal years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

9. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B, Method and Conditions Precedent to Payment.

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

#23 Mac 02.20.19

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC & HOUSING STABILITY

Jeffrey A. Meyers
Commissioner

Mark F. Jewell
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

January 8, 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, Office of Human Services, Division of Economic and Housing Stability, to enter into sole source agreements, with the vendors listed below, for the provision of community based services and anti-poverty programs through the Community Services Block Grant, in an amount not to exceed $4,423,139, effective upon Governor and Executive Council approval through September 30, 2019. 100% Federal Funds.

Funds to support this request are available in State Fiscal Years 2019 and 2020, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-095-045-450010-71480000-102-500731-45012170. HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, CSBG

Vendor	Vendor Code	Address	Grant Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Dover, NH 03835	$317,530
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$421,592
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$1,906,268
Southwestern Community Services	177511-R001	63 Community Way Keene, NH 03431	$326,688
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03670	$615,318
		Subtotal:	**$3,687,396**

05-095-042-423010-80040000-102-500731. HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, CSBG

Vendor	Vendor Code	Address	Grant Amount
Community Action Partnership of Strafford County	177200-B004	61 Locust Street, Dover, NH 03835	$96,528
Community Action Programs Belknap and Merrimack Counties	177203-B003	2 Industrial Park Drive Concord, NH 03301	$115,500
Southern NH Services	177198-B006	40 Pine Street Manchester, NH 03108	$362,211
Southwestern Community Services	177511-R001	63 Community Way Keene, NH 03431	$101,460
Tri-County Community Action Program	177195-B009	30 Exchange Street Berlin, NH 03670	$160,044
		Subtotal:	*$835,743*
		TOTAL:	$4,423,139

SEE ATTACHED FISCAL DETAILS

EXPLANATION

These agreements are sole source because the five (5) Community Action Agencies are the only entities eligible to receive Community Services Block Grant funding in accordance with Public Law 105 – 285–October 27, 1998 – Community Opportunities, Accountability, and Training and Educational Services Act of 1998.

The purpose of this request is to provide funding to community programs at the local level to ensure eligible participants receive community based services that include, but are not limited to; health, food and financial assistance, employment services, financial planning, and other necessary services. These services allow individuals and families to receive the assistance needed in order to meet their basic needs.

The vendors provide services to individuals at the local level that will assist them to become or remain financially and socially independent. Services provided have a major impact on poverty in the community. Activities and services are designed to assist low-income participants, including the elderly poor.

As referenced in the Exhibit C-1, paragraph 3, of this contract, this Agreement has the option to extend for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Some services provided may be 'stop gap' measures that are used in instances when an individual or family does not financially qualify for government assistance. The household may be in need of temporary assistance in order get through a heating season or a temporary emergency that would otherwise result in the individual or family becoming eligible for full government assistance.

These vendors administer a variety of programs including, but not limited to:

- Fuel assistance.
- Utility assistance.
- Neighbor Helping Neighbor programs.

- Rental assistance.
- Security deposits.
- Senior Community Service Employment Programs.
- Head Start.
- Supplemental Foods Women, Infants and Children (WIC).
- Weatherization.
- Senior Housing.

In addition to the services provided to individuals, the vendors must provide an annual community action plan to the Department that describes the agency's delivery system; linkages to fill identified gaps; and coordination with other public and private resources. The vendors also conduct an annual community needs assessment. The Community Services Block Grant is administered by a tripartite board that participates in the development, planning, implantation and evaluation of the agency and its programs.

The amount of funding provided to each community program is calculated using a formula that is based on poverty demographics available from the US Census Bureau. According to the Community Services Block Grant State Plan, these funds are to be used primarily for the provision of assistance to individuals and families whose incomes are at or below the 125th percentile of the poverty level.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, may be limited. Limiting funds at the community level will directly, and negatively, impact the citizens of New Hampshire. With heating and food costs rising on a daily basis, the federal funding for community programs is needed in order to deliver the assistance needed to eligible citizens, statewide.

Area served: Statewide

Source of Funds: 100% Federal Funds, Catalog of Federal Domestic Assistance (CFDA) #93.569 Agency: Department of Health and Human Services; Office: Administration for Children and Families; Office of Community Services, Community Services Block Grant.

In the event that Federal Funds are no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Jeffrey A. Meyers
Commissioner

FISCAL DETAILS

Community Action Partnership of Strafford County (Vendor Code 177200-B004)

SFY	Class/Object	Class Title	Activity Code	Amount
2019	102-500731	Contracts for Program	45012170	$317,530
2020	102-500731	Contracts for Program	45012170	$96,528
			Sub-total	$414,058

Community Action Programs Belknap and Merrimack Counties (Vendor Code 177203-B003)

SFY	Class/Object	Class Title	Activity Code	Amount
2019	102-500731	Contracts for Program	45012170	$421,592
2020	102-500731	Contracts for Program	45012170	$115,500
			Sub-total	$537,092

Southern NH Services (Vendor Code 177198-B006)

SFY	Class/Object	Class Title	Activity Code	Amount
2019	102-500731	Contracts for Program	45012170	$1,906,268
2020	102-500731	Contracts for Program	45012170	$362,211
			Sub-total	$2,268,479

Southwestern Community Services (Vendor Code 177511-R001)

SFY	Class/Object	Class Title	Activity Code	Amount
2019	102-500731	Contracts for Program	45012170	$326,688
2020	102-500731	Contracts for Program	45012170	$101,460
			Sub-total	$428,148

Tri-County Community Action Program (Vendor Code 177195-B009)

SFY	Class/Object	Class Title	Activity	Amount
2019	102-500731	Contracts for Program	45012170	$615,318
2020	102-500731	Contracts for Program	45012170	$160,044
			Sub-total	$775,362
			Grand Total	$4,423,139

FORM NUMBER P-37 (version 5/8/15)

Subject: Community Services Block Grant (CSBG)/SS-2019-BHS-02-COMMU-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 Tri-County Community Action Program		1.4 Contractor Address 30 Exchange Street PO Box 367 Berlin, NH 03670	
1.5 Contractor Phone Number 603-752-7001	1.6 Account Number 05-095-045-450010-71480000-102-500731-45012170	1.7 Completion Date September 30, 2019	1.8 Price Limitation $775,362.
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Jeanne Robillard, CEO	

1.13 Acknowledgement: State of , 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 he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Suzanne C. French

SUZANNE C. FRENCH MY COMMISSION EXPIRES MAY 16, 2023 NOTARY PUBLIC NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

Suzanne C. French, Notary

1.14 State Agency Signature Date: 1.15.19	1.15 Name and Title of State Agency Signatory Lesley A. Phillips, Commissioner

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: Megan A. York, Attorney 1/22/19

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

FORM NUMBER P-37 (version 5/8/15)

Subject: Community Services Block Grant (CSBG/SS-2019-BHS-02-COMMU-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.

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The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

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1.5 Contractor Phone Number 603-752-7001	1.6 Account Number 05-095-045-450010-71480000-102-500731-45012170	1.7 Completion Date September 30, 2019	1.8 Price Limitation $775,362
1.9 Contracting Officer for State Agency Nathan D. White, Director Bureau of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Jeanne Robillard, CEO	

1.13 Acknowledgement: State of New Hampshire, County of Coos

On 10/14/18, 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

Suzanne C. French

SUZANNE C. FRENCH
MY COMMISSION EXPIRES MAY 16, 2023
NOTARY PUBLIC
NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

Suzanne C. French, Notary

1.14 State Agency Signature Date:	1.15 Name and Title of State Agency Signatory
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:
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 JK
Date 12/5/18

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials: JK

Date 12/14/16

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 12/14/16

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. In accordance with the provisions of The Community Services Block Grant Act (42 U.S.C. et seq) as amended by Public Law 105-285 of October 27, 1998, also known as the Community Opportunities Accountability, Training and Educational Act of 1998 or the Coats Human Services Reauthorization Act of 1998; and any amendments thereto, the Contractor agrees to deliver Community Services to low-income individuals at or below 125 percent of the poverty income guidelines.

1.4. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennia.

1.5. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.0. et seq.

2. Scope of Services

2.1. The Contractor shall remain a designated Community Services Block Grant (CSBG) eligible entity by conforming to the requirements of the Acts referred to in Section 1 and any amendments thereto, which includes but is not limited to:

2.1.1. Providing an annual community action plan, which shall describe:

2.1.1.1. The service delivery system;

2.1.1.2. Linkages to fill identified gaps; and

2.1.1.3. Coordination with other public and private resources, and innovative initiatives.

2.1.2. Providing of an annual community-needs assessment;

2.1.3. Providing of an independent annual "Single Audit Act" audit;

2.1.4. Participating in an annual performance measure system via the Annual Report;

2.1.5. Participating in the Organizational Performance Standards;

2.1.6. Administering CSBG through a tripartite board that participates in the development, planning, implementation, and evaluation of the program;

2.1.7. Ensuring that cost and accounting standards of the Office of Management and Budget are in effect; and

2.1.8. Informing custodial parents in single-parent families about child support services and refer eligible parents to child support offices.

2.2. The Contractor shall provide, on an emergency basis, services to counteract conditions of starvation and malnutrition.

2.3. The Contractor shall coordinate, establish linkages and form partnerships with governmental as well as other social services and antipoverty programs.

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with funds from the Catalog of Federal Domestic Assistance, CFDA #93.569, Community Services Block Grant, Department of Health and Human Services, Administration for Children and Families.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
   4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement.
   4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   4.3. Invoices must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.
   4.4. 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.
   4.5. Invoices must be submitted to:

   CSBG Coordinator
   Department of Health and Human Services
   Bureau of Housing Supports
   129 Pleasant Street
   Concord, NH 03301

   4.6. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

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 GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, 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.

2. Subparagraph 10 of the General Provisions of this contract, 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.

3. Renewal
The Department reserves the right to extend this Agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor 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.

Contractor Name:

12/14/18
Date

Name:
Title: CEO

CERTIFICATION REGARDING LOBBYING

The Contractor 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.

Contractor Name:

12/14/18
Date

Name:
Title:

Contractor Initials JK
Date 12/14/18

CU/DHHS/110713

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

12/14/18
Date

Name:
Title:

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

12/14/18
Date

Name:
Title: CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

12/14/18
Date

Name:
Title: CTO

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Tri-County Community Action Programs Inc
The State	Name of the Contractor
Jeffrey A. Meyers	
Signature of Authorized Representative	Signature of Authorized Representative
Jeffrey A. Meyers	
Name of Authorized Representative	Name of Authorized Representative
Commissioner	
Title of Authorized Representative	Title of Authorized Representative
1.15.19	12/14/18
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 Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

12/14/16
Date

Name:
Title: CEO

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 02-239-75306

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: _____

Contractor Initials: [illegible]

Date: 10/24/18

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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. 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 <u>encrypted</u> 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, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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 contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov