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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 12, 2023

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 for Behavioral Health, to enter into a **Sole Source** contract with Cross Roads House, Inc. (VC#166570) Portsmouth, NH in the amount of $1,647,712 for the provision of a housing services continuum of care project, with the option to renew for up to four (4) additional years, effective August 1, 2023, upon Governor and Council approval, through July 31, 2027. 100% Federal Funds.

Funds are anticipated to be available in State Fiscal Years 2024 through 2028, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500585	Grants for Pub Asst and Relief	TBD	$377,601
2025	074-500585	Grants for Pub Asst and Relief	TBD	$411,928
2026	074-500585	Grants for Pub Asst and Relief	TBD	$411,928
2027	074-500585	Grants for Pub Asst and Relief	TBD	$411,928
2028	074-500585	Grants for Pub Asst and Relief	TBD	$34,327
			Total	**$1,647,712**

EXPLANATION

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

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agreements. The Department receives notification of the awards and signed grant agreements from HUD several months later; at which time agreements, such as the one contained in this request, can be executed.

A total of approximately 28 participants will be served, at any given time annually, through the Permanent Supportive Housing project.

Using the federally required Housing First model, the Contractor will provide a housing services continuum of care project that includes the following categories:

- Permanent Supportive Housing (PSH) services that deliver long-term, tenant-based rental assistance for participants with a disability, as defined by The U.S. Department of Housing and Urban Development (HUD). PSH includes supportive services designed to meet the individual needs of program participants without being a prerequisite for rental or leasing assistance.

Additionally, the Contractor will work to maximize each participant's ability to live more independently by providing connections to community and mainstream services.

The Department will monitor services by reviewing annual reports provided by the Contractor and conducting annual reviews related to compliance with administrative rules and contractual agreements.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreement, the parties have the option to extend the agreement for up four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

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

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #14.267, FAIN # NH0095L1T002207.

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

FORM NUMBER P-37 (version 12/11/2019)

Subject: Continuum of Care CRH (SS-2024-DBH-07-CONTI-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Cross Roads House, Inc.		1.4 Contractor Address 600 Lafayette Road Portsmouth, NH 03801	
1.5 Contractor Phone Number (603) 436-2218	1.6 Account Number 05-95-42-423010-79270000	1.7 Completion Date 7/31/2027	1.8 Price Limitation $1,647,712
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Will Arvelo Date: 6/14/2023		1.12 Name and Title of Contractor Signatory Will Arvelo Executive Director	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 6/14/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino		On: 6/16/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS WA
Date 6/14/2023

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

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Date 6/14/2023

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Date 6/14/2023

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

   1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

   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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on August 1, 2023 ("Effective Date").

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

   3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

EXHIBIT B

Scope of Services

1. **Statement of Work**

1.1. **Continuum of Care**

1.1.1. Permanent Supportive Housing (PSH)

1.1.1.1. The Contractor must provide PSH, which is long-term assistance for participants with a disability as defined by The U.S. Department of Housing and Urban Development (HUD). The Contractor must provide assistance to program participants until the participant(s) chooses to exit the project or is terminated from the project as determined by HUD regulations, 24 CFR 578.

1.1.1.2. The Contractor must provide a Permanent Supportive Housing Expansion program based in Rockingham and Merrimack Counties, in this agreement, that is targeted to serve 28 adults statewide, with scattered-site, long-term, tenant-based rental assistance and supportive services.

1.1.1.3. The Contractor must provide tenant-based rental assistance that is permitted for greater than 24 months, does not have a designated end date, and must be administered in accordance with the policies and procedures established by the Continuum, as set forth in 24 CFR 578.7(a)(9). Tenant based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside.

1.1.1.4. The Contractor must provide supportive services designed to meet the needs of the program participants.

1.1.1.5. The Contractor must ensure that program participants are not required to participate in supportive services as a condition of their housing.

1.1.1.6. The Contractor must ensure PSH projects provide supportive services for participants that will ensure successful retention in or help in obtaining permanent housing, including all supportive services, regardless of funding.

1.1.1.7. The Contractor must assign a case manager to each participant upon program entry.

1.1.1.8. The Contractor must develop a housing stability plan with program participants that outlines the steps to be taken, including but not limited to:

1.1.1.8.1. Increasing both earned and non-earned income;

1.1.1.8.2. Ensuring that program participants receive individual assistance in obtaining the benefits of mainstream health, social, and employment programs for which they are eligible to apply and that meet their needs; and

1.1.1.8.3. Maintaining permanent housing or facilitating exits to positive permanent housing destinations.

1.1.1.9. The Contractor must conduct an annual assessment of service needs of the program participants and adjust the services accordingly.

1.2. Provisions Applicable to All Services

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

1.2.2. The Contractor must ensure that participants meet at least one, or more, of the qualifications of homelessness, as defined by HUD in 24 CFR 578.3.

1.2.3. The Contractor must participate in the regional and CoC CE System.

1.2.4. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.

1.2.5. The Contractor must participate in meetings with the Department as requested by the Department.

1.2.6. The Contractor must ensure staff participate in training as required by the Department.

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

1.2.7.1. Utilization of the Housing First model that ensures:

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

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

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

1.2.8. The Contractor must ensure participants connect with supportive services and community resources to meet basic needs including, but not limited to: housing, safety, food, mental health and medical care. The Contractor must ensure:

1.2.8.1. Participants increase safety through planning and trauma-informed resource provision;

1.2.8.2. Facilitation of the transition of individuals, youth, and families experiencing homelessness to permanent housing and maximized self-sufficiency;

1.2.8.3. Participants are empowered by Contractor's program to increase safety and regain control and independence;

1.2.8.4. Participants are offered connections to assistance in applying for Compensation funds, help filing for restraining orders, court advocacy and referrals to free legal services; and

1.2.8.5. Households with children will be connected to education resources, school staff, and childcare services, based on need.

1.2.9. The Contractor must conduct an annual assessment of service needs of the program participants and adjust the services accordingly.

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

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

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

1.2.12.1. Ensure the Department and HUD have access to participant files;

1.2.12.2. Ensure financial data is available, as requested by the Department and/ or HUD; and

1.2.12.3. Provide other information that assists in determining contract compliance, as requested by the Department and/ or HUD.

1.2.13. Notwithstanding the confidentiality procedures established under 24 CFR Part 578.103(b), HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the (CoC) grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.

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

1.2.15. The Contractor must cooperate fully with, and must answer all questions related to this Agreement from representatives of state or federal agencies

who may conduct periodic observation and review of performance, activities, and conduct an inspection of records and documents.

1.2.16. The Contractor must provide services according to the HUD regulations outlined in Public Law 102-550, 24 CFR Part 578, the CoC Program, HUD Project Application #SF-424 and other written appropriate HUD policies/directives except for where HUD waivers are granted.

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

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

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

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

1.2.18.3. The Contractor must follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. Refer to Exhibit K for Information Security requirements and Exhibit I for Privacy requirements.

1.2.19. The Contractor must comply with all record-keeping requirements as set forth by HUD under 24 CFR 578.103.

1.2.20. The Contractor must establish and maintain standard operating procedures to ensure CoC program funds are used in accordance with 24 CFR 578, 2 CFR Part 500, and must establish and maintain sufficient records to enable HUD and the Department to determine Contractor compliance, including but not limited to:

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

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

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

1.2.20.1.3. Records of Reasonable Belief of Imminent Threat of Harm. The Contractor must maintain documentation of each program participant who moved to a different CoC due to imminent threat of further domestic violence, dating violence, sexual assault, or stalking, as defined in 24 CFR 578.51(c)(3). The Contractor must retain documentation that includes, but is not limited to:

1.2.20.1.3.1. The original incidence of domestic violence, dating violence, sexual assault, or stalking, only if the original violence is not already documented in the program participant's case file. This may be written observation of the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; medical or dental records; court records or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household; and

1.2.20.1.3.2. The reasonable belief of imminent threat of further domestic violence, dating violence, or sexual assault or stalking, which would include threats from a third-party, such as a friend or family member of the perpetrator of the violence. This may be written observation by the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; current

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

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

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

1.2.20.2.2. Source documents, which include but are not limited to:

1.2.20.2.2.1. Most recent wage statement;

1.2.20.2.2.2. Unemployment compensation statement;

1.2.20.2.2.3. Public benefits statement, and bank statements for the assets held by the program participant; and

1.2.20.2.2.4. Income received before the date of the evaluation.

1.2.20.2.3. To the extent that source documents are unobtainable, a written statement by a relevant third party, which may include an employer or a government benefits administrator, or the written certification by the Contractor's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or

1.2.20.2.4. To the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the three (3) month period following the evaluation.

1.2.20.3. Program Participant Records. In addition to evidence of homelessness status or at-risk-of-homelessness status, as

applicable, the Contractor must keep records for each program participant that document:

1.2.20.3.1. The services and assistance provided to that program participant, including evidence that the Contractor conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in 24 CFR 578.37(a)(1)(ii)(F); and

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

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

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

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

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

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

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

1.2.22. The Contractor must develop, implement and retain a copy of the personal conflict-of-interest policy that complies with the requirements in 24 CFR 578.95, including records supporting any exceptions to the personal conflict-of-interest prohibitions.

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

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

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

1.2.23.3. Requirements of 24 CFR 578.93(c) for affirmatively furthering fair housing by maintaining copies of all marketing, outreach, and other materials used to inform eligible persons of the program;

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

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

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

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

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

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

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

2. Contract Administration

2.1. The Contractor must have appropriate levels of staff to attend all meetings or trainings requested by the Department's Bureau of Homeless Services (BHS), including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS must notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.

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

3. Reporting Requirements

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

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

NH DHHS
Bureau of Homeless Services
129 Pleasant Street
Concord, NH 03301

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

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

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

4. Exhibits Incorporated

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

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

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

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

5.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services (CLAS)

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

5.3. Credits and Copyright Ownership

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

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

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

5.3.3.1. Brochures;

5.3.3.2. Resource directories;

5.3.3.3. Protocols or guidelines;

5.3.3.4. Posters; and

5.3.3.5. Reports

5.3.4. The Contractor must not reproduce any materials produced under this Agreement without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

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

5.5. Eligibility Determinations

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

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

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

5.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services must be permitted to fill out an

application form and that each applicant or re-applicant must be informed of his/her right to a fair hearing in accordance with applicable regulations.

6. Records

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

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

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

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

6.2. Period of Record Retention. The Contractor must ensure all records, originals or copies made by microfilming, photocopying, or other similar methods, pertaining to CoC funds are retained for five (5) years following the Contract Completion Date and receipt of final payment by the Contractor, unless records are otherwise required to be maintained for a period in excess of the five (5) year period according to state or federal law or regulation.

6.3. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to this Agreement for purposes of audit, examination, excerpts and transcripts.

6.4. If, upon review of the Final Expenditure Report, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

EXHIBIT C

Payment Terms

1. This Agreement is funded by:

   1.1. 100% Federal funds, Title XIV Housing Programs under the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act), Subtitle A-Housing Assistance (Public Law 102-550), as awarded on March 28, 2023, by the US Dept of Housing and Urban Development, Continuum of Care Program, Assistance Listing # 14.267, FAIN NH0095L1T002207.

2. For the purposes of this Agreement the Department has identified:

   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.

   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.

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

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

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

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

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

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

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

   NH DHHS
   Bureau of Homeless Services
   129 Pleasant Street
   Concord, NH 03301

4. The Department shall make payments to the Contractor within forty-five (45) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

5. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7, Completion Date.

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

7. Audits

7.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

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

7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

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

7.1.4. Condition D - The contractor expends less than $750,000 in federal funds, during the fiscal year, is exempt from Federal Monitoring Requirements, except as noted in 2 CFR 200.503, but records must be available for review, or audit, by appropriate officials of the Federal agency, pass through entity, and Government Accountability Office (GAO). Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section § 200.331 sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

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

7.2.1. The Contractor must submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor must submit quarterly progress reports on the status of implementation of the corrective action plan.

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

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

7.5. If the Contractor is not subject to the audit requirements of 2 CFR part 200, the Contractor shall submit one (1) copy of an audited financial report to the

Department, utilizing the guidelines set forth by the Comptroller General of the United States in "Standards for Audit of Governmental Organizations, Program Activities, and Functions," within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards 90 days after contract completion date.

8. Project Costs: Payment Schedule; Review by the State

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

8.2. Continuum of Care funds may be used to pay for eligible costs listed in 24 CFR 578 when used to establish and operate projects under five program components: permanent housing; transitional housing; supportive services only; HMIS; and, in some cases, homeless prevention or an identified program component under the applicable Notice of Funding Opportunity, such as the Joint Transitional Housing, and Permanent Housing-Rapid ReHousing component project . Administrative costs are eligible for all components. All components are subject to the restrictions on combining funds for certain eligible activities in a single project found in 24 CFR 578.87(c).

8.3. Match Funds:

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

8.3.2. Match funds shall be documented with each payment request.

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

8.3.4. The Contractor may choose to utilize *Cash Match*, or *In-Kind Match*, for the cost of activities that are eligible under subpart D of 24 CFR 578. The Contractor shall:

8.3.4.1. The Contractor must substantiate the cash match in a commitment letter, and then must be tracked through the Contractor's financial statements, general ledgers, and other records that reflect yearly financial status to show that the cash was spent on eligible program expenses within the grant term.

8.3.5. The cash match written commitment must be documented on the committing agency's letterhead and must be signed and dated by an

authorized representative of the agency providing the cash match. The documentation, at a minimum, must include the following:

8.3.5.1. Amount of cash to be provided for the project.

8.3.5.2. Specific date the cash will be available to the project.

8.3.5.3. Grant and fiscal year to which the cash match will be contributed.

8.3.5.4. Allowable activities to be funded by the cash match. Documentation of expended match must include:

8.3.5.4.1. Agreement for cash match.

8.3.5.4.2. Cash match tracking which is done according to general accounting principles in the general ledger.

8.3.5.4.3. Source documentation that cash match is spent on eligible activities under CoC Program interim rule.

8.3.6. The Contractor must maintain records of the source and use of contributions made to satisfy the match requirement in 24 CFR 578.73.

8.3.7. If the Contractor utilizes *In-Kind Match*, the Contractor must ensure the following requirements are met:

8.3.7.1. The *in-kind* property, equipment, or goods must be substantiated in a commitment letter and must be tracked by the subrecipient agency to demonstrate that these items were delivered to the project, and/or, to its participants, during the grant term.

8.3.7.2. Written commitments for *in-kind* property, equipment, or goods must be documented on the committing agency's letterhead and must be signed and dated by an authorized representative of the agency providing the *in-kind* match. The documentation, at a minimum, must include the following:

8.3.7.2.1. Description and value of the donated property, equipment, or goods;

8.3.7.2.2. Specific date the property, equipment, or goods will be made available to the project;

8.3.7.2.3. Grant and fiscal year to which the property, equipment, or goods will be contributed; and

8.3.7.2.4. Method used to determine the value of the property, equipment, or goods

8.3.8. *In-Kind Services* must be substantiated in a Memorandum of Understanding (MOU), and then must be tracked by the recipient or

subrecipient to show that the services were delivered to program participants during the grant term. Any services or benefits committed to a program participant rather than the recipient or subrecipient through an MOU are generally ineligible to be counted as match.

8.3.8.1. Written commitments of *in-kind* services, during the application, must be initially documented on the committing agency's letterhead. The document must be signed and dated by an authorized representative of the agency providing the *in-kind* services.

8.3.8.2. An MOU must be in place between the recipient/subrecipient and service provider by the time of grant execution and must include detail of the *in-kind* services, their value, and the calculation method to be used in determining their value. Any services provided prior to the execution of the MOU cannot be counted towards match.

8.3.9. Each MOU must:

8.3.9.1. Establish the unconditional commitment to provide the services, provided that the project is selected for funding by the CoC and HUD.

8.3.9.2. Specify the services to be provided to the project.

8.3.9.3. List the profession of the person who will provide the services.

8.3.9.4. Include the hourly cost of the services.

8.3.9.5. List the grant and fiscal year to which the *in-kind* match will be contributed.

8.3.9.6. Detail the system to be used to document the actual quantity and value of the services provided to program participants during the grant term.

8.3.10. During the grant term, the actual *in-kind* services provided to participants must be documented. The documentation must include the following:

8.3.10.1. Quantity of services provided.

8.3.10.2. Value of the services.

8.3.10.3. Date(s) on which the services were provided.

8.3.11. Subrecipients must request information from third-party service providers on *in-kind* service match activity at least annually and are responsible for verifying that the match is eligible and related to program participants served in the operating year.

8.4. Payment of Project Costs:

8.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this agreement,

and shall be in accordance with the approved line items as specified in the applicable Exhibit C, Budget, and as defined by HUD under the provisions of Public Law 102-550 and other applicable regulations, subject to the availability of sufficient funds.

8.4.2. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in these Payment Terms. The Contractor must have written approval from the State prior to billing for any other expenses.

8.5. Review of the State Disallowance of Costs:

8.5.1. At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date.

8.5.2. Upon such review, the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, informing the Contractor of any such disallowance.

8.5.3. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture.

8.5.4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services, products, required report submissions, as detailed in this agreement, or NH-HMIS data entry requirements, have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.

9. <u>Expense Eligibility</u>

9.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize Continuum of Care Program funds, as specified in these Payment Terms, from the HUD Continuum of Care Program, for contract services.

9.2. Operating Expenses:

9.2.1. Eligible operating expenses include:

9.2.1.1. Maintenance and repair of housing.

9.2.1.2. Property taxes and insurance (including property and car).

9.2.1.3. Scheduled payments to reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost).

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

9.2.1.5. Utilities, including electricity, gas and water.

9.2.1.6. Furniture and equipment.

9.2.2. Ineligible costs include:

9.2.2.1. Rental assistance and operating costs in the same project.

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

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

9.2.2.4. Ineligible costs. Any cost not described as eligible below is not an eligible cost of providing supportive services using Continuum of Care program funds. Staff training and costs of obtaining professional licensure or certifications needed to provide supportive services are not eligible costs.

9.3. Supportive Services

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

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

9.3.3. Eligible costs shall include:

9.3.3.1. Annual assessment of Service Needs. The costs of the assessment required by 578.53(a) (2).

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

9.3.3.3. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs.

9.3.3.4. Child Care. The costs of establishing and operating child care, and providing child-care vouchers, for children from families experiencing homelessness, including providing meals and snacks, and comprehensive and coordinated developmental activities are eligible.

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

9.3.3.6. Employment assistance and job training. The costs of establishing and operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost.

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

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

9.3.3.9. Legal services. Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with homeless individual or family's ability to obtain and retain housing.

9.3.3.10. Life Skills training. The costs of teaching critical life management skills that may never have been learned or have been lost during course of physical or mental illness, domestic violence, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.

9.3.3.11. Mental Health Services. Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals. Component services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.

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

9.3.3.13. Outreach Services. The costs of activities to engage persons for the purpose of providing immediate support and

intervention, as well as identifying potential program participants, are eligible.

9.3.3.14. Substance abuse treatment services. The costs of program participant intake and assessment, outpatient treatment, group and individual counseling, and drug testing are eligible. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible.

9.3.3.15. Transportation Services, as described in 24CFR 578(e) (15).

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

9.3.3.17. Direct provision of services. If a service, described as eligible in these Payment Terms, is being directly delivered by the recipient or subrecipient, eligible costs for those services also include the following:

9.3.3.17.1. The costs of labor or supplies, and materials incurred by the recipient or subrecipient in directly providing supportive services to program participants.

9.3.3.17.2. The salary and benefit packages of the recipient and subrecipient staff who directly deliver the services.

9.3.4. Grant funds may be used for rental assistance for Individuals, youth, and families experiencing homelessness.

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

9.3.6. Rental assistance shall be administered in accordance with the policies and procedures established by the Continuum as set forth in 24 CFR 578.7(a) (9) and 24 CFR 578.51. and may be:

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

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

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

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

9.3.8. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.

9.3.9. Rental assistance will only be provided for a unit if the rent is reasonable, as determined by the Contractor, in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit.

9.3.10. The Contractor may use grant funds in an amount not to exceed one month's rent to pay for any damage to housing due to the action of a program participant. For Leasing funds only: Property damages may be paid only from funds paid to the landlord from security deposits.

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

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

9.3.12.1. Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. When necessary to facilitate the coordination of supportive services, recipients and subrecipients may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for the remainder of their period of participation. Short and medium term rental assistance provided under the Rapid Re-Housing program component must be tenant based rental assistance.

9.3.12.2. Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor.

9.3.12.3. Project-based rental assistance is provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move.

9.3.12.4. For project-based, sponsor-based, or tenant-based rental assistance, program participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon

expiration for terms that are a minimum of one month long, except on prior notice by either party.

9.4. Administrative Costs:

9.4.1. Eligible administrative costs include:

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

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

9.4.1.2.1. Salaries, wages, and related costs of the Contractor's staff, or other staff engaged in program administration.

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

9.4.1.2.2.1. Preparing program budgets and schedules, and amendments to those budgets and schedules.

9.4.1.2.2.2. Developing systems for assuring compliance with program requirements.

9.4.1.2.2.3. Developing interagency agreements and agreements with subrecipient and Contractors to carry out program activities.

9.4.1.2.2.4. Monitoring program activities for progress and compliance with program requirements.

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

9.4.1.2.2.6. Coordinating the solution of audit and monitoring findings.

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

9.4.1.2.2.8. Evaluating program results against stated objectives.

9.4.1.2.2.9. Managing or supervising persons whose primary responsibilities are among those program administration assignments, as listed immediately above.

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

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

9.4.1.2.2.12. Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance, but not purchase, of office space.

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

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

9.5. Leasing:

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

9.5.2. Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.6. The Contractor may charge program participants rent and utilities (heat, hot water). However, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 578.77). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.

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

10. <u>Contractor Financial Management System</u>

10.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures that ensure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

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

Exhibit C-1, Budget

Cross Roads House, Inc.
CoC Funds - FAIN NH0095L1T002207

SFY2024 - 8/1/23-6/30/24

	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 306,757	$ -	$ -	$ -	$ -	$ -	$ 306,757	$ -	$ -
Supportive Services	$ 62,658	$ -	$ -	$ -	$ -	$ -	$ 62,658	$ -	$ -
Administration	$ 8,186	$ -	$ -	$ -	$ -	$ -	$ 8,186	$ -	$ -
25% Required Match	$ 96,385	$ -	$ -	$ 96,385		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 473,986	$ -	$ -	$ 96,385	$ -	$ -	$ 377,601	$ -	$ -

SFY2025 - 7/1/24-7/31/24

	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 27,887	$ -	$ -	$ -	$ -	$ -	$ 27,887	$ -	$ -
Supportive Services	$ 5,696	$ -	$ -	$ -	$ -	$ -	$ 5,696	$ -	$ -
Administration	$ 744	$ -	$ -	$ -	$ -	$ -	$ 744	$ -	$ -
25% Required Match	$ 8,762	$ -	$ -	$ 8,762		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 43,089	$ -	$ -	$ 8,762	$ -	$ -	$ 34,327	$ -	$ -

TOTAL - 8/1/23-7/31/24

	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 334,644	$ -	$ -	$ -	$ -	$ -	$ 334,644	$ -	$ -
Supportive Services	$ 68,354	$ -	$ -	$ -	$ -	$ -	$ 68,354	$ -	$ -
Administration	$ 8,930	$ -	$ -	$ -	$ -	$ -	$ 8,930	$ -	$ -
25% Required Match	$ 105,147	$ -	$ -	$ 105,147		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 517,075	$ -	$ -	$ 105,147	$ -	$ -	$ 411,928	$ -	$ -

Total W/O Match $ 411,928

Contractor Initials DM
Date 6/14/2023

Exhibit C-2, Budget

Cross Roads House, Inc.
CoC Funds - NH0095L1T002207

SFY2025 - 8/1/24-6/30/25

	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 306,757	$ -	$ -	$ -	$ -	$ -	$ 306,757	$ -	$ -
Supportive Services	$ 62,658	$ -	$ -	$ -	$ -	$ -	$ 62,658	$ -	$ -
Administration	$ 8,186	$ -	$ -	$ -	$ -	$ -	$ 8,186	$ -	$ -
25% Required Match	$ 96,385	$ -	$ -	$ 96,385		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 473,986	$ -	$ -	$ 96,385	$ -	$ -	$ 377,601	$ -	$ -

SFY2026 - 7/1/25-7/31/25

	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 27,887	$ -	$ -	$ -	$ -	$ -	$ 27,887	$ -	$ -
Supportive Services	$ 5,696	$ -	$ -	$ -	$ -	$ -	$ 5,696	$ -	$ -
Administration	$ 744	$ -	$ -	$ -	$ -	$ -	$ 744	$ -	$ -
25% Required Match	$ 8,762	$ -	$ -	$ 8,762		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 43,089	$ -	$ -	$ 8,762	$ -	$ -	$ 34,327	$ -	$ -

TOTAL - 8/1/24-7/31/25

	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 334,644	$ -	$ -	$ -	$ -	$ -	$ 334,644	$ -	$ -
Supportive Services	$ 68,354	$ -	$ -	$ -	$ -	$ -	$ 68,354	$ -	$ -
Administration	$ 8,930	$ -	$ -	$ -	$ -	$ -	$ 8,930	$ -	$ -
25% Required Match	$ 105,147	$ -	$ -	$ 105,147		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 517,075	$ -	$ -	$ 105,147	$ -	$ -	$ 411,928	$ -	$ -

Total W/O Match $ 411,928

Contractor Initials WM
Date 6/14/2023

Cross Roads House, Inc.
CoC Funds - NH0095L1T002207

SFY2026 - 8/1/25-6/30/26

	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 306,757	$ -	$ -	$ -	$ -	$ -	$ 306,757	$ -	$ -
Supportive Services	$ 62,658	$ -	$ -	$ -	$ -	$ -	$ 62,658	$ -	$ -
Administration	$ 8,186	$ -	$ -	$ -	$ -	$ -	$ 8,186	$ -	$ -
25% Required Match	$ 96,385	$ -	$ -	$ 96,385		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 473,986	$ -	$ -	$ 96,385	$ -	$ -	$ 377,601	$ -	$ -

SFY2027 - 7/1/26-7/31/26

	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 27,887	$ -	$ -	$ -	$ -	$ -	$ 27,887	$ -	$ -
Supportive Services	$ 5,696	$ -	$ -	$ -	$ -	$ -	$ 5,696	$ -	$ -
Administration	$ 744	$ -	$ -	$ -	$ -	$ -	$ 744	$ -	$ -
25% Required Match	$ 8,762	$ -	$ -	$ 8,762		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 43,089	$ -	$ -	$ 8,762	$ -	$ -	$ 34,327	$ -	$ -

TOTAL - 8/1/25-7/31/26

	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 334,644	$ -	$ -	$ -	$ -	$ -	$ 334,644	$ -	$ -
Supportive Services	$ 68,354	$ -	$ -	$ -	$ -	$ -	$ 68,354	$ -	$ -
Administration	$ 8,930	$ -	$ -	$ -	$ -	$ -	$ 8,930	$ -	$ -
25% Required Match	$ 105,147	$ -	$ -	$ 105,147		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 517,075	$ -	$ -	$ 105,147	$ -	$ -	$ 411,928	$ -	$ -

Total W/O Match $ 411,928

Contractor Initials CH
Date 6/14/2023

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Cross Roads House, Inc.
CoC Funds - NH0095L1T002207

SFY2027 - 8/1/26-6/30/27

	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 306,757	$ -	$ -	$ -	$ -	$ -	$ 306,757	$ -	$ -
Supportive Services	$ 62,658	$ -	$ -	$ -	$ -	$ -	$ 62,658	$ -	$ -
Administration	$ 8,186	$ -	$ -	$ -	$ -	$ -	$ 8,186	$ -	$ -
25% Required Match	$ 96,385	$ -	$ -	$ 96,385		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 473,986	$ -	$ -	$ 96,385	$ -	$ -	$ 377,601	$ -	$ -

SFY2028 - 7/1/27-7/31/27

	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 27,887	$ -	$ -	$ -	$ -	$ -	$ 27,887	$ -	$ -
Supportive Services	$ 5,696	$ -	$ -	$ -	$ -	$ -	$ 5,696	$ -	$ -
Administration	$ 744	$ -	$ -	$ -	$ -	$ -	$ 744	$ -	$ -
25% Required Match	$ 8,762	$ -	$ -	$ 8,762		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 43,089	$ -	$ -	$ 8,762	$ -	$ -	$ 34,327	$ -	$ -

TOTAL - 8/1/26-7/31/27

	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 334,644	$ -	$ -	$ -	$ -	$ -	$ 334,644	$ -	$ -
Supportive Services	$ 68,354	$ -	$ -	$ -	$ -	$ -	$ 68,354	$ -	$ -
Administration	$ 8,930	$ -	$ -	$ -	$ -	$ -	$ 8,930	$ -	$ -
25% Required Match	$ 105,147	$ -	$ -	$ 105,147		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	$ 517,075	$ -	$ -	$ 105,147	$ -	$ -	$ 411,928	$ -	$ -

Total W/O Match $ 411,928

Contractor Initials WA
Date 6/14/2023

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials DS WA
Date 6/14/2023

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

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

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

Vendor Name: Cross Roads House, Inc.

DocuSigned by:
Will Arvelo
F520DCA8C8E34BA...

6/14/2023
Date

Name: Will Arvelo
Title: Executive Director

DS
Vendor Initials WA
Date 6/14/2023

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Vendor Name: Cross Roads House, Inc.

6/14/2023
Date

DocuSigned by:
Will Arvelo
F528DCAEEB9484...
Name: Will Arvelo
Title: Executive Director

DS
Vendor Initials WA
Date 6/14/2023

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

Contractor Initials DS WA
Date 6/14/2023

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name: Cross Roads House, Inc.

6/14/2023
Date

DocuSigned by:
Will Arvelo
E52B0CAFE8594B4...
Name: Will Arvelo
Title: Executive Director

DS
Contractor Initials WA
Date 6/14/2023

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

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

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

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

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

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

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

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

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

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

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

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

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

DS

Contractor Initials WA

Date 6/14/2023

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: Cross Roads House, Inc.

6/14/2023
Date

DocuSigned by:
Will Arvelo
F328DCA2E2E94C4...
Name: Will Arvelo
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The 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: Cross Roads House, Inc.

6/14/2023
Date

DocuSigned by:
Will Arvelo
F320DC4FE2E940...
Name: Will Arvelo
Title: Executive Director

DS
WA
Contractor Initials

6/14/2023
Date

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials WA

Date 6/14/2023

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 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

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

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

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

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

Department of Health and Human Services	Cross Roads House, Inc.
The State	Name of the Contractor
DocuSigned by: Katja S. Fox	DocuSigned by: Will Arvelo
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Will Arvelo
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
6/14/2023	6/14/2023
Date	Date

Contractor Initials DS WA

Date 6/14/2023

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 (UEI #)
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: Cross Roads House, Inc.

6/14/2023
Date

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

DS
WA
Contractor Initials
6/14/2023
Date

FORM A

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

1. The UEI (SAM.gov) number for your entity is: QJRJLRNRMAC4

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 _____ 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: _____

DS

Contractor Initials WA

Date 6/14/2023

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 <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 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

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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 CROSS ROADS HOUSE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 24, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62166**

Certificate Number: **0006193525**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2023.

David M. Scanlan
Secretary of State

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CERTIFICATE OF AUTHORITY

I, Charles J. Silva, hereby certify that:

1. I am the duly elected Vice President of Cross Roads House.

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 31st, 2022, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Will Arvelo , Executive Director, is duly authorized on behalf of Cross Roads House 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 was **valid thirty (30) days prior to and 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: June 13, 2023

Signature of Elected Officer
Name: Charles J. Silva
Title: Board Vice-President

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/14/2023

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

COVERAGES **CERTIFICATE NUMBER:** CL2342442900 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2507325	01/10/2023	01/10/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB847642	01/10/2023	01/10/2024	EACH OCCURRENCE	$ 6,000,000
							AGGREGATE	$ 6,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SATIS0482201	01/10/2023	01/10/2024	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Directors & Officers Employment Practice Liability			NDO2008762K	01/10/2023	01/10/2024	Each claim	$3,000,000
							In the Aggregate	$3,000,000
							Retention	$1,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

RSC Insurance Brokerage Inc.

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Cross Roads House Mission:

At Cross Roads House:

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

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

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

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CROSS ROADS HOUSE, INC.

FINANCIAL STATEMENTS

Year Ended June 30, 2022
with Summarized Financial Information
for the Year Ended June 30, 2021

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Sanders & Karcher
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

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

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Cross Roads House, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 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.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Cross Roads House, Inc. as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

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 Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Cross Roads House, 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 these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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 Cross Roads House, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement

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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 judgement made by a reasonable user based on the financial statements.

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

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

Report on Summarized Comparative Information

We have previously audited Cross Roads House, Inc.'s financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated September 27, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021, is consistent, in all material respects, with the audited financial statements from which it has been derived.

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Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the 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 financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other procedures in accordance with accounting principles generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 26, 2022, on our consideration of Cross Roads House, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Cross Roads House, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Cross Roads House, Inc.'s internal control over financial reporting and compliance.

Sanders & Karcher

Sanders & Karcher
Portsmouth, New Hampshire
November 23, 2022

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

	2022			2021
	Without Donor Restrictions	With Donor Restriction	Total	Total
ASSETS				
CURRENT ASSETS				
Cash	$ 1,849,937	$ -	$ 1,849,937	$ 1,193,855
Rental receivable	6,301	-	6,301	4,908
Grants receivable	-	86,701	86,701	74,512
Unconditional promises to give	14,800	10,067	24,867	30,336
Prepaid expenses	48,006	-	48,006	34,262
Total current assets	1,919,044	96,768	2,015,812	1,337,873
PROPERTY & EQUIPMENT, net of accumulated depreciation of $2,248,406 & $2,058,412, respectively	4,900,392	-	4,900,392	4,962,653
OTHER ASSETS				
Cash and marketable securities, long-term reserve	2,056,884	-	2,056,884	2,192,431
Beneficial interest in assets held by others	-	144,467	144,467	162,833
Total other assets	2,056,884	144,467	2,201,351	2,355,264
TOTAL ASSETS	$ 8,876,320	$ 241,235	$ 9,117,555	$ 8,655,790

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

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

	2022			2021
	Without Donor Restrictions	With Donor Restriction	Total	Total
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	$ 26,510	$ -	$ 26,510	$ 101,855
Deferred income	150,000	-	150,000	-
Long-term debt, current portion	23,901	-	23,901	22,667
Security deposits - Rental	7,296	-	7,296	5,816
Accrued payroll items	42,837	-	42,837	84,605
Accrued expenses	11,739	-	11,739	11,650
Total current liabilities	262,283	-	262,283	226,593
LONG-TERM DEBT, net of current portion:				
Principal amount	512,147	-	512,147	535,541
Less unamortized debt issuance costs	2,448	-	2,448	2,610
Long term debt, net	509,699	-	509,699	532,931
Total liabilities	771,982	-	771,982	759,524
NET ASSETS				
Without donor restrictions				
Board Designated	2,056,884	-	2,056,884	2,192,431
Undesignated	6,047,454	-	6,047,454	5,462,049
With donor restrictions	-	241,235	241,235	241,786
Total net assets	8,104,338	241,235	8,345,573	7,896,266
TOTAL LIABILITIES AND NET ASSETS	$ 8,876,320	$ 241,235	$ 9,117,555	$ 8,655,790

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

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

	2022			2021
	Without Donor Restrictions	With Donor Restrictions	Total	Total
PUBLIC SUPPORT AND REVENUES:				
PUBLIC SUPPORT				
Government grants	$ -	$ 1,189,970	$ 1,189,970	$ 1,739,067
Town Warrants	-	97,925	97,925	110,070
Donations	1,629,822	-	1,629,822	1,387,469
Rental income	105,354	-	105,354	110,106
Fundraising, net of direct expenses of $63,016 and $13,065, respectively	555,050	-	555,050	481,621
Total public support	2,290,226	1,287,895	3,578,121	3,828,333
REVENUES				
Investment return	(236,191)	-	(236,191)	385,295
Total public support and revenues	2,054,035	1,287,895	3,341,930	4,213,628
NET ASSETS RELEASED FROM RESTRICTIONS				
Satisfaction of usage restrictions	1,282,220	(1,282,220)	-	-
Satisfaction of time restrictions	6,226	(6,226)	-	-
Total net assets released from restrictions	1,288,446	(1,288,446)	-	-
Total public support, revenues and net assets released from restrictions	3,342,481	(551)	3,341,930	4,213,628
EXPENSES				
Program services	2,162,537	-	2,162,537	2,094,473
General and administrative	497,781	-	497,781	426,739
Fundraising	232,305	-	232,305	232,446
Total expenses	2,892,623	-	2,892,623	2,753,658
CHANGE IN NET ASSETS	449,858	(551)	449,307	1,459,970
NET ASSETS, Beginning of year	7,654,480	241,786	7,896,266	6,436,296
NET ASSETS, End of year	$ 8,104,338	$ 241,235	$ 8,345,573	$ 7,896,266

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

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

	2022				2021
	Program Services	General and Admin	Fund-Raising	Total	Total
Management salaries	$ 115,351	$ 197,139	$ 68,681	$ 381,171	$ 322,041
Salaries and wages	402,938	95,018	49,488	547,444	737,387
Employee benefits	92,715	22,861	11,431	127,007	127,271
Payroll taxes	99,007	24,413	12,206	135,626	100,332
Professional fees	5,065	19,988	-	25,053	15,905
Bad debt	-	436	1,006	1,442	13,657
Investment fees	-	6,435	-	6,435	459
Office and administration	13,451	33,693	32,307	79,451	78,235
Heat	16,901	3,188	1,594	21,683	18,956
Electricity	36,433	6,717	3,951	47,101	38,299
Water and sewer	21,169	3,570	2,100	26,839	24,296
Repairs and maintenance	150,394	26,675	13,337	190,406	142,802
Interest	21,623	5,332	2,666	29,621	30,780
Insurance	47,313	11,666	5,833	64,812	89,090
Food	27,061	-	-	27,061	17,438
Direct services	368,643	-	-	368,643	297,233
Telephone	9,082	9,900	3,300	22,282	25,067
Covid expenses	257,951	-	-	257,951	458,184
Residential services	337,349	-	-	337,349	-
Volunteer & board development	-	-	3,750	3,750	24,599
Depreciation and amortization	139,012	30,723	20,421	190,156	186,295
Staff & program development	1,079	27	234	1,340	5,332
TOTALS	$ 2,162,537	$ 497,781	$ 232,305	$ 2,892,623	$ 2,753,658

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

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

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from public support	$ 3,720,008	$ 3,726,384
Cash received from investment return	67,127	32,203
Cash paid to employees and suppliers	(2,802,134)	(2,448,382)
Cash paid for interest	(29,621)	(30,780)
Net cash provided by operating activities	955,380	1,279,425
CASH FLOWS FROM INVESTING ACTIVITIES		
Net unrealized investment gain (loss)	(284,952)	316,390
Cash received from operating reserve	135,547	-
Cash paid for long-term reserve	-	(1,038,922)
Cash paid for property and equipment	(127,733)	(491,206)
Net cash used by investing activities	(277,138)	(1,213,738)
CASH FLOWS FROM FINANCING ACTIVITIES		
Cash paid for debt reduction	(22,160)	(21,002)
Net increase in cash	656,082	44,685
Cash at beginning of year	1,193,855	1,149,170
CASH AT END OF YEAR	$ 1,849,937	$ 1,193,855

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

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

	2022	2021
RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Increase in net assets	$ 449,307	$ 1,459,970
Adjustments to reconcile change in net assets to net cash from operating activities:		
Net unrealized investment (gain) loss	284,952	(316,390)
Depreciation expense	189,994	186,133
Amortization expense	162	162
(Increase) decrease in:		
Accounts receivable	(1,393)	12,888
Grants receivable	(12,189)	58,796
Unconditional promises to give	5,469	6,367
Prepaid expenses	(13,744)	4,020
Beneficial interest in assets held by others	18,366	(36,702)
Increase (decrease) in:		
Accounts payable	(75,345)	74,737
Security deposits-Rental	1,480	(760)
Deferred income	150,000	(180,000)
Accrued payroll items	(41,768)	12,204
Accrued expenses	89	(2,000)
Total adjustments	506,073	(180,545)
NET CASH PROVIDED BY OPERATING ACTIVITIES	$ 955,380	$ 1,279,425

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

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CROSS ROADS HOUSE, INC.
NOTES TO FINANCIAL STATEMENTS
Year Ended June 30, 2022

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

Use of Estimates

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

Income Taxes

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

Financial Statement Presentation

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

Cash and Cash Equivalents

For purposes of these financial statements all non-custodial highly liquid investments with an initial maturity of less than three months or investments with a per share value constant at one dollar are considered to be cash equivalents. Cash equivalents were $0 and $125,133 as of June 30, 2022 and 2021, respectively.

Accounts Receivable

Accounts receivable consist primarily of amounts due from the State in support of homeless operations. An allowance for doubtful accounts is established based on historical experience and management's evaluation of outstanding accounts receivable at the end of each year. As of June 30, 2022 and 2021, management considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts is required.

Basis of Accounting

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

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NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Subsequent Events

Subsequent events have been evaluated through November 23, 2022, the date the financial statements were available to be issued.

Promises to Give/Contributions

Cross Roads House accounts for contributions without donor restrictions and with donor restrictions, depending on the existence and/or nature of any donor restrictions. Net assets with donor restrictions are reclassified to net assets without donor restrictions upon satisfaction of the time or purpose restrictions. An allowance for uncollectible unconditional promises is established based on historical experience and management's evaluation of outstanding unconditional pledges at the end of each year. As of June 30, 2022, management considers all pledges to be fully collectible.

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

	2022	2021
Wentworth Gala event	$ 14,100	$ 24,600
Client Receivable	700	1,295
Total unconditional promises to give	$ 14,800	$ 25,895

Functional Allocation of Expenses

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

Investment Valuation and Income Recognition

The Organization's investments as of June 30, 2022 are stated at fair value. Shares of the separate investment accounts are valued at quoted market prices, which represent the net value of shares held by the Organization at year-end. Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. As of June 30, 2022, investments have a market value of $2,056,884, cost basis of $2,105,547 and unrealized cumulative losses of $48,663.

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NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Property and Equipment

Property and equipment are recorded at cost for those items which have been purchased, and at estimated fair market value for those items which have been donated. The cost of buildings and improvements is recovered using the straight-line method over estimated useful lives of 10 to 33 years. The cost of furniture, fixtures and equipment is recovered using the straight-line method over estimated useful lives of 2 to 7 years. Property and equipment as of June 30, 2022, consisted of the following:

Land and improvements	$ 217,266
Buildings and improvements	6,453,469
Furniture and equipment	478,063
Total property and equipment	7,148,798
Less accumulated depreciation	2,248,406
Property and equipment, net	$ 4,900,392

Donated Services

Contributions of services are recognized in the financial statements if the services enhance or create nonfinancial assets or require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. For the years ended June 30, 2022 and 2021, there were no amounts for donated services.

Donated Marketable Securities

Donated marketable securities are valued at fair market value. Marketable securities are immediately sold and are included in the statement of activities as donations. Donated marketable securities of $89,408 and $77,329 were received during the years ended June 30, 2022 and 2021, respectively.

NOTE B - BENEFICIAL INTEREST IN ASSETS HELD BY OTHERS

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

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

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

	2022	2021
Beginning, fair value, 7/1	$ 162,833	$ 126,131
Total return	(11,655)	43,677
Foundation fee	(485)	(459)
Distributions	(6,226)	(6,516)
Ending, fair value, 6/30	$ 144,467	$ 162,833

Distributions represent amounts distributed to Cross Roads House and are shown as unrestricted dividends.

NOTE C - INVESTMENTS AT FAIR VALUE

Cross Roads House records its marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets, in the statement of activities.

Following is a description of the valuation methodologies used for assets measured at fair value.

Common stocks, corporate bonds and U.S. government securities: Valued at the closing price reported on the active market on which the individual securities are traded.

Mutual funds: Valued at the net asset value of shares held by the plan at year end.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The Organization reports under the Fair Value Measurements, which established a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices inactive markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements).

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NOTE C - INVESTMENTS AT FAIR VALUE (continued)

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

Investments, all at level 1, at fair value consisted of the following as of June 30,

	2022	2021
Cash & equivalents	$ 79,941	$ 125,133
Domestic equities	1,413,284	1,429,966
Domestic fixed income	340,640	637,332
Other	223,019	-
TOTALS	$ 2,056,884	$ 2,192,431

NOTE D - ACCRUED PAYROLL ITEMS

Accrued payroll items consisted of the following as of June 30,

	2022	2021
Payroll and payroll taxes	$ 22,330	$ 9,163
Earned time	20,507	75,442
Totals	$ 42,837	$ 84,605

NOTE E - COMMITMENTS AND CONTINGENCIES

Cross Roads House receives money under various state and federal grants. Under the terms of these grants, Cross Roads House is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures of the grant were found not to have been made in compliance with the proposal, Cross Roads House may be required to repay the grantor's funds.

NOTE F - LINE OF CREDIT

The organization has established a $300,000 line of credit with Provident Bank with a current interest rate of 4.75%. The interest rate is directly tied to the Wall Street Journal Prime Rate with no margin. Accordingly, any changes to this rate will change the organization's line of credit rate. There was no outstanding balance as of June 30, 2022.

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NOTE G - LONG-TERM DEBT

	Current	Long-term	Total
Note payable, Provident Bank, monthly payment is $1,293, 4.69% interest; secured by property and equipment; note matures August 2037.	$ 7,862	$ 159,602	$ 167,464
Note payable, Provident Bank, monthly payment is $2,070, 5.62% interest; secured by property and equipment; note matures April 2038.	10,628	248,065	258,693
Note payable, Provident Bank, monthly payment is $953, 5.62% interest; secured by property and equipment; note matures August 2037.	5,411	104,480	109,891
Total long-term debt	$ 23,901	$ 512,147	$ 536,048

Future principal loan payments are as follows for the years ended,

June 30,	2023	$ 23,901
	2024	25,203
	2025	26,575
	2026	28,024
	2027	29,552
	Thereafter	402,793

The Organization is following updated guidelines regarding debt issuance costs. The Organization has reclassed the asset, prepaid closing costs, as unamortized debt issuance costs, a liability that offsets the long-term debt of the Organization. The total unamortized debt issuance costs as of June 30, 2022 and 2021 are $2,448 and $2,610, respectively.

NOTE H - CONCENTRATION OF CREDIT RISK

As of June 30, 2022, Cross Roads House had a cash balance held by a bank that was in excess of the amount insured by the Federal Deposit Insurance Corporation. The uninsured amount was $1,533,703 however, any amount in excess is fully covered by the Massachusetts Depositors Insurance Fund (DIF). The DIF is a private, industry-sponsored insurance fund that insures all deposits above FDIC limits for their member banks.
Cross Roads House has a cash balance held by an investment brokerage firm that is insured by the Securities Investor Protection Corporation.
Cross Roads House derived 36% of its operating revenue from government agencies.

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NOTE I - GREENLEAF APARTMENTS

Cross Roads House purchased a 12-unit single room occupancy building in Portsmouth, NH in April 2018. Applicants must meet certain requirements as defined in a Tenant Selection Plan to qualify for these low-income units. Rental income was $105,354 and rental expenses totaled $63,022 for the year ended June 30, 2022. Rental expenses are included in the statement of functional expenses as program expenses.

NOTE J - LIQUIDITY AND AVAILABILITY OF RESOURCES

As part of Cross Roads House's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. In addition, the organization invests cash in excess of daily requirements in short-term investments. To help manage unanticipated liquidity needs, the organization has a committed line of credit in the amount of $300,000, which it could draw upon. The organization also has a Board designated reserve of $2,056,884. Although the organization does not intend to spend from its reserve other than amounts appropriated for general expenditure as part of its annual budget approval and appropriation process, amounts from its reserve could be made available if necessary.

NOTE K - REVENUE RECOGNITION FROM CONTRACTS WITH CUSTOMERS

On July 1, 2021, the Organization adopted Accounting Standard Update (ASU) 2014-09, *Revenue from Contracts with Customers*, and all subsequent amendments to the ASU (collectively, ASC 606), which creates a single framework for recognizing revenue from contracts with customers that fall within its scope. The majority of the Organization's revenues come from donor contributions, including stock donations, that are outside the scope of ASC 606. The Organization's services that fall within the scope of ASC 606 are presented within the respective income and are recognized as revenue as the Organization satisfies its obligation to the counterparty over a point in time. Services within the scope of ASC 606 include rental income received from tenant rental agreements. The adoption of ASC 606 did not result in a change to the accounting for any of the in-scope revenue streams; as such, no cumulative effect adjustment was recorded. For the years ended June 30, 2022 and 2021 the rental receivable balance was $6,301 and $4,908, respectively. The rental liabilities consisted of tenant security deposits. For the years ended June 30, 2022 and 2021 the security deposits balance was $7,296 and $5,816, respectively. There were no rental contract assets.

NOTE L - BOARD DESIGNATED NET ASSETS

The Board has designated a portion of its without donor restriction net assets to be invested for long-term appreciation but remain available and may be spent at their discretion. The Board has voluntarily designated $2,056,884 and $2,192,431 as of June 30, 2022 and 2021, respectively.

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OTHER INFORMATION

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CROSS ROADS HOUSE, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended June 30, 2022

Federal Grantor Pass-Through Grantor Program Title	Federal CFDA Number	Agency or Pass-Through Number(s)	Program or Award Amount	Federal Disbursements
US Dept of Housing and Urban Development:				
Grantor City of Dover CDBG	14.218	N/A	$ 9,000	$ 9,000
Grantor City of Portsmouth CDBG	14.218	N/A	183,400	150,475
Grantor City of Rochester CDBG	14.218	N/A	10,000	10,000
Grantor City of Portsmouth CV CDBG	14.218	N/A	16,500	16,500
CDBG-Entitlement Grants Cluster			218,900	185,975
Grantor State of NH Emergency Solutions Grant CV	14.231	102-500731	361,100	213,028
Grantor State of NH Continuum of Care Permanent Housing	14.267	177203-B003	367,470	328,707
Total US Dept of Housing and Urban Development			947,470	727,710
US Dept of the Treasury - Cares Act:				
Grantor State of NH Coronavirus Relief Fund COVID GOFERR	21.019	166570-B001	124,539	101,415
Total US Dept of the Treasury Cares Act			124,539	101,415
TOTALS			$1,072,009	$ 829,125

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CROSS ROADS HOUSE, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year ended June 30, 2022

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Cross Roads House, Inc. and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Uniform Guidance. Therefore, some amounts presented in this schedule may differ from amounts presented or used in preparation of the financial statements.

NOTE B - FEDERAL INDIRECT COST RATE

The Organization has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

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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
Cross Roads House, Inc.

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Cross Roads House, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 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 26, 2022.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Cross Roads House, 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 Cross Roads House, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Cross Roads House, Inc.'s internal control.

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Cross Roads House, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the 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*.

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Purpose of this Report

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

Sanders & Karcher

Sanders & Karcher
Portsmouth, New Hampshire
November 23, 2022

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

To the Board of Directors
Cross Roads House, Inc.

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Cross Roads House, Inc.'s compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of Cross Roads House, Inc.'s major federal programs for the year ended June 30, 2022. Cross Roads House, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Cross Roads House, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 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 Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Cross Roads House, 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 Cross Roads House, Inc's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, states, regulations, rules, and provisions of contracts or grants agreements applicable to Cross Roads House, Inc.'s federal programs.

Auditor's 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 Cross Roads house, 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

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higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgement made by a reasonable user of the report on compliance about Cross Roads House, 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 judgement 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 Cross Roads House, 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 Cross Roads House, 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 Cross Roads House, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

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

Report on Internal Control Over Compliance

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

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Our consideration of internal control over compliance was for the limited purpose described in the Auditor's 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 were not 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.

Sanders & Karcher

Sanders & Karcher
Portsmouth, New Hampshire
November 23, 2022

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CROSS ROADS HOUSE, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year ended June 30, 2022

Section 1 - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Material weakness(es) identified: ___ yes __X__ no
- Significant deficiency(ies) identified that are not considered to be material weaknesses? ___ yes __X__ none reported

Noncompliance material to financial statements noted? ___ yes __X__ no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified: ___ yes __X__ no
- Significant deficiency(ies) identified that are not considered to be material weaknesses? ___ yes __X__ 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 Section 516(a)? ___ yes __X__ no

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CROSS ROADS HOUSE, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
Year ended June 30, 2022

Identification of major programs:

CFDA Number(s)	Name of Federal Program or Cluster
14.267	Continuum of Care Permanent Supportive Housing
21.019	Coronavirus Relief Fund COVID GOFERR

Dollar threshold used to distinguish between type A and type B programs:

$ 750,000

Auditee qualified as low-risk auditee? ____ yes __X__ no

Section II - Financial Statement Findings

NONE REPORTED.

Section III - Federal Award Findings and Questioned Costs

NONE REPORTED.

Section IV - Summary Schedule of Prior Audit Findings and Questioned Costs

There were no findings in fiscal year ended June 30, 2021.

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Name	Affiliation*	Committees	Town of Residence	Term Began	Term Ends
Adams, Michael	Architect	Building	[redacted]	2016	2025
Ambrogi, Michael	Novocure		[redacted]	2023	2026
Bear, Bob	Retired	Program	[redacted]	2021	2024
Bellmare, Chris	Arista Networks	Development, Governance, Program	[redacted]	2020	2023
Bresette, Suzanne	Stratögé Partners	Executive, Program, Development	[redacted]	2007	2025
Brown, Bob **Treasurer**	Self employed/consultant	Finance	[redacted]	2011	2023
Clark, Lisa	B2W	Development	[redacted]	2021	2024
Cohen, Ken	Psychiatrist	Program	[redacted]	2013	2025
Dillon, Denis	McLane Middleton	Nominating & Governance, Development	[redacted]	2004	2024
Drew, Kathryn	Merrill Lynch Wealth Management/Bank of America Corp.	Nominating & Governance	[redacted]	1999	2024
Gibb, Brian	Drummond Group	Program	[redacted]	2022	2025
Goddard, Steve	Retired	Development	[redacted]	2019	2025
Gregoire, Jason	Sheehan Phinney	Governance	[redacted]	2021	2024
Mathews, Shaun	Retired	Finance, Program	[redacted]	2019	2025
Moore, Vanda **Secretary**	Sprague Energy	Executive, Development	[redacted]	2013	2025
Pace, Joe	Full time Dad/Selectman/author	Development	[redacted]	2021	2024
Palmer, Theresa	State of New Hampshire	Program	[redacted]	2022	2025
Scourby, Lex	Chicken of the Sea Frozen Foods	Executive, Finance, Nominating & Governance, Development	[redacted]	2003	2024
Silva, Chuck **Vice President**	Retired	Executive, Nominating & Governance	[redacted]	2015	2024
St. Jean, Ben **President**	Clipper Strategic Consulting, LLC	Executive, Finance, Building	[redacted]	2015	2024
Stevens, Rob	Rector, St. John's Episcopal Church		[redacted]	2022	2025
Tierney, Gillian	Uniguest, Inc.	Governance	[redacted]	2020	2023
Williamson, Andrea	Edward Jones	Finance	[redacted]	2022	2025
Worboys, Mary Lee	Retired	Program	[redacted]	2011	2023

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Wildolfo Arvelo

[redacted]

"For ten years, I had the honor of watching Dr. Arvelo transform Great Bay Community College from a small, unengaged community college into one of the most respected and engaged colleges in the region. One of Will's greatest strengths is his ability to bring out the best in others. He empowers his direct reports to lead. He inspires the community, internal and external, to believe and invest in the organizational mission. Most impressive is his ability to move seamlessly and garner respect from students, staff, faculty, business, and community leaders. Simply stated, Will Arvelo is a transformative leader that enables people and organizations to achieve their best."

Michael Fischer, Ed.D., President, York County Community College

Career Profile

A dynamic, visionary, and collaborative leader with 35 years of diverse leadership experience in improving and expanding learning, educational access and workforce and economic development opportunity. I am focused on equity, organizational resiliency, and economic inclusion across New Hampshire communities. I am driven by my passion for serving marginalized and underserved communities.

Key Areas of Expertise:

Leadership: Manage collaborative and effective relationships with deans, division directors, and faculty and staff as well as business, non-profit and community leaders. Have led in facility design, construction and management, Board development, grant writing and management, marketing and branding, fundraising, budget development and oversight, and community outreach. Highly effective managerial skills with the capability to adapt a leadership style to meet situational challenges while guiding teams to achieve desired results. Deeply committed to establishing/nurturing environments of collaboration and mutual respect.

Financial Management: Demonstrated ability to manage fiscal resources effectively in complex organizations. Managed a $20 million dollar budget and $28 million in grants by consistently tying the budget process with the strategic plan and setting clear priorities. Proven success identifying diverse funding sources and securing new funding/revenue streams. Raised hundreds of thousands of dollars annually through private donations to support student scholarships, classroom resources and faculty and staff development.

Strategic Planning: Worked with faculty and staff to develop a plan to increase enrollment and graduation. Successfully served on internal and external multi-functional teams that were responsible for opening new programs and services as well as establishing new mission, vision and values for the College (Great Bay). Worked with other Community College System Presidents and the Chancellor on System-wide initiatives tied to enrollment, marketing, retention, research, and collaboration with the University System and the State. Worked with the University System and high schools to transition from high school to community college to 4-year colleges seamlessly with such programs as *Running Start, Early College, eStart,* and Dual Admissions.

Student Engagement: Led efforts to include students in the College's (Great Bay) shared governance processes through training of student leaders to serve in student government, the College's Advisory Board and other college-wide committees. Met with students on a regular basis to gauge their experiences/progress.

Professional Experience

Executive Director, Cross Roads House, Inc., Portsmouth, NH (2021 – Present)

- Lead the second largest homeless shelter in New Hampshire, which houses up to 130 individuals and 12 families nightly. This includes sheltering, feeding, triaging immediate health, mental health and addiction issues as well as working with the unhoused longer-term to get them permanently housed. Manage three facilities which include a main homeless shelter and offices, a family shelter, and a 12-unit permanent housing complex. Manage a $2.5 million annual budget and fundraising and grants process.
- Manage a permanent housing facility that houses former Cross Roads House residents.
- Lead outreach efforts with the CRH Board, the Seacoast community, media, donors and volunteers, and partner and state agencies. Work on advocacy efforts with legislators and Governor's Office and testify before the Legislature.

Director, New Hampshire Division of Economic Development (BEA), Concord, NH (2018 – Present)

- Lead the Division of Economic Development in support of business attraction, expansion and retention. Collaborate with the Office of Workforce Opportunity and the Department of Employment Security on workforce retention and training. Work in partnership with the community college and university systems on workforce training and other strategic issues. Work closely with business chambers, municipalities, and economic development and industry groups to increase economic opportunities for NH citizens. Visit with businesses across New Hampshire to understand their needs and priorities. Help to manage the State's Covid response to businesses. Worked with SBA and FEMA on immediate and long-term strategy for business resiliency post-Covid.
- Collaborate with the Commissioner on a 10-year economic development plan as well as post-pandemic recovery plan for NH. Serve on a variety of state-wide community, workforce and education boards, including SB190 (CTE), DOE K-12 Minimum Standards Task Force, State Workforce Innovation Board (SWIB), Council for Thriving Children, Benefits Cliff Working Group, NH Learning Initiative (NHLI), National Collaborative on Competency Based Learning (NCCBL), and Chair of the Commission on Mental Health Workforce Development.

Selected Highlights:

- Work with Governor's Office, Federal delegation, SBA; FEMA on Covid response;
- Lead efforts on diversity, equity and inclusion. Founded Business Alliance for People of Color (BAPOC-NH);
- Represent BEA at conferences, radio and television events; hosted "Business Matters" on 107.7FM.

President, Great Bay Community College, Portsmouth/Rochester, NH (2007 – 2017)

- Worked with a staff and faculty of over 200 and an operational budget of $20 million. Led inclusive visioning, strategic and shared governance planning retreats. Guided the development and nurturing of the senior leadership team. Served as Community College System liaison for partnerships with the University System. Worked with Chancellor, Presidents and System Board on System-wide improvements. Led marketing efforts in radio, TV, print and social media. Managed $28 million dollars in grants to develop System-wide manufacturing training capacity and a composites training center in Rochester. Recruited and on-boarded members of the College's Advisory Board. Developed the first partnerships with adult learning programs in Dover and Exeter.

Selected Highlights:

- Oversaw $30 million of capital improvements and the building of the main college campus and a satellite academic center; spearheaded and led fundraising efforts that raised over $2 million dollars in 6 years;
- Spearheaded re-branding efforts to develop a new name, logo, websites and collateral;
- Developed certificate/degree programs including NDT, CNC, Aviation, Automotive, Composites, Engineering Transfer, Medical Assisting, Massage Therapy, Insurance, Motorcycle Technician, Helicopter Pilot, and Welding;
- Led two successful 10-year NEASC accreditation studies and visits;
- Worked with faculty to engage students in NSF EPSCoR and NIH undergraduate research;
- Served as principle investigator for $20MM state-wide federal grant to promote STEM/advance manufacturing.

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"Dr. Wildolfo Arvelo has served as a significant mentor, making a profound impact in my life. As a transformative leader he created a culture of excellence throughout the college as a whole. Dr. Arvelo took the time to personally engage with students and engaged the full community and through that engagement created countless partnerships and opportunities for students before and after graduation. He taught me many things, but most importantly, he taught me the importance of leadership and community. I wouldn't be the person I am today had I not been a part of the community he created. I owe so much of my professional and personal success to Dr. Arvelo, as do so many others. Dr. Arvelo exemplifiers what it means to be a leader."

Ashley Rennie, Former Student

VP: Corporate and External Relations, Benjamin Franklin Institute of Technology, Boston, MA (2004 – 2007)
- Worked with the President on strategic initiatives. Collaborated with faculty and staff across the College. Nurtured collaborative relationships with Boston Public Schools and local business and industry. Oversaw the writing of the NEASC ten-year accreditation study and visit. Wrote and managed several Federal DOL grants.

Dean of Enrollment Services (2000 – 2003) / **Director of Admissions** (1998 – 2000), Benjamin Franklin Institute of Technology, Boston, MA
- Oversaw marketing and enrollment strategies and spearheaded re-branding of the college with new name, logo, website and collateral. Restructured Financial Aid saving the college $240,000 annually.

Educational Development Coordinator (1997 – 1998) / **Associate Director of Admissions** (1996 – 1997), Roxbury Community College, Boston, MA

Community Engagement

Board Memberships include:

Founder and Chair: Business Alliance for People of Color (2020-Present) / DOE K-12 Minimum Standards Task Force (2021) / Council for Thriving Children (2020 – 2021) / Benefits Cliff Working Group (2019 – 2021) / Chair: Governor's Commission on Mental Health Workforce Development (2019 – 2021) / New Hampshire Learning Initiative (2019 – Present) / Founder and Chair: Economic Vitality New Hampshire (2018 – Present) / NHSPCA (2018 – Present) / Small Business Development Center (2018 – 2021) / State Workforce Innovation Board (2018 – 2021) / Member: Seacoast NAACP (2018 – Present) / National Collaborative for Competency Based Learning (2018 – Present) / Foundation for Healthy Communities (2017 – 2018) / Foundation for Seacoast Health (2015 – 2017) / New Hampshire College and University Council (2007 – 2017) / NSF EPSCoR Statewide Committee (2014 – 2016) / New Hampshire Postsecondary Education Commission (2012 – 2014) / Foundation, Community College System of New Hampshire (2007 – 2017) / United Way of the Greater Seacoast (2011 – 2015) / UNH College of Life Sciences & Agriculture (2007 – 2009)

Awards and Recognition

Distinguished Leader Award: Great Bay Community College (2019) / Honorary Doctorate: Granite State College (2018) / Dedicated Service Award: Great Bay Community College (2017) / Leadership Award: United Way of the Greater Seacoast (2015) / Citizen of the Year Award: Portsmouth Chamber of Commerce (2012) / Leadership Award: Benjamin Franklin Institute of Technology (2007) / New Leader Profile: Business NH Magazine (January 2022)

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Education & Certifications

University of Massachusetts, Boston, MA
Ed.D. in Higher Education Administration (2012)
M.S. in Public Affairs (1992) / B.A. in History (1989)

"As a former CEO of a division of a Fortune 500 Company, I had the opportunity to work closely with Dr. Will Arvelo on a number of collaborations related to business and industry. Will has excellent interpersonal skills and is highly focused on the mission at hand. He has the innate ability to forge meaningful and lasting relationships with business and industry leaders. Will is a good listener, a quick study and has the ability to bring people together to execute strategic plans. He is an excellent orator who is able to persuade others to consider various options to business and industry issues. In the words of Washington Irving: "Great minds have purpose, others have wishes". I can assure you that Will has purpose!"

David Hampson, CEO, Willis Towers Watson

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SANDRA L. BEAUDRY
Licensed Marriage and Family Therapist, NH #22

EDUCATION

Master of Science, December 1992
Marriage and Family Therapy
University of New Hampshire

Bachelor of Science, September 1987
Human Services
University of Southern New Hampshire

CLINICAL AND SOCIAL SERVICE MANAGEMENT EXPERIENCE

CROSS ROADS HOUSE
Portsmouth, NH — *January 2014 to present*
Program Director

- Supervise Shelter and Community-Based Clinical Case Management program
- Responsible for enhancement of programming to support residents physical and emotional well-being, self-sufficiency, and move to permanent housing
- Establish inter-agency partnerships
- Seek diverse funding, including government and private grants and the provision of reimbursable services
- Identify and meet direct and clinical service staff training needs
- Oversee CRH entry into the Homeless Management Information System, data collection and outcome tracking
- Direct Permanent Supportive Housing and Rapid Re-Housing programs

CHILD AND FAMILY SERVICES
Manchester, Concord, Portsmouth, NH — *February 1997 to January 2014*
Program Director — *October 2008 to January 2014*
Program Leadership and Supervision

- Directed statewide counseling and adolescent/young adult substance abuse treatment programs and a federally-funded mentoring/family support program for youth being released from the Sununu Youth Services Center (joint project with Goodwill of NNE)
- Supervised 14 direct report clinical staff and two interns
- Supported implementation of Trauma-Focused Cognitive Behavioral Therapy and trauma-informed care
- Provided supervision and clinical support to the Seacoast Street Outreach Program mental health clinician and oversaw the mental health subcontract with the Healthcare for the Homeless program at Families First
- Developed and maintained procedure manuals for counseling and substance abuse treatment programs
- Oversaw quality assurance of clinical records and implementation of evidence-based practices
- Developed, monitored and maintained program budgets that have ranged from a total of $1 million to $1.4 million annually
- Supervised and coordinated the statewide CFS Deployment Cycle Support Program, which provided home-based counseling and support to military service members and their families before, during, and after deployment, through a subcontract with Easter Seals
- Directed the Family Intervention Program, state-contracted barrier-resolution services for TANF recipients in the New Hampshire Employment Program across the state, including four sub-contracts with Family Resource Centers
- Provided administrative and clinical support to Healthy Marriage Responsible Fatherhood federal grant project serving fathers in the state prison system and their families

Grants and Contracts

- Managed or co-managed four multi-year federal grants from SAMHSA, OJJDP, and ACF, including data collection and reporting, continuation applications, annual progress reports, and no-cost extension requests
- Managed state contracts with BDAS, DOC, and DFA, including proposal writing and submission, data collection and reporting, and budget development
- Wrote or contributed to grant proposals to foundations, including grants received from Peoples United Bank for Seacoast office-based family counseling and Healthcare Gives for mobile mental health services in the Street Outreach Program
- Developed proposals and received funding from United Way agencies across the state
- Wrote proposals to municipalities, including the city of Portsmouth, and presented to town selectman and town budget meetings

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- Facilitated agency contracts with managed care companies for counseling and substance abuse treatment services and the credentialing of CFS clinical staff
- Provided the CFS agency administrator function for WITS, the web-based treatment, data, pay-for-performance, and billing center for Access to Recovery and BDAS treatment contracts

Board and Community Involvement

- Served as the staff liaison to the CFS Seacoast Regional Advisory Board, facilitating monthly meetings and their work in fundraising, including the RiverWoods Gala and the Lonza golf tournament
- Facilitated a multi-disciplinary advisory board for the CFS Adolescent Substance Abuse Treatment program with representatives from prevention, treatment, school and juvenile justice service providers
- Represented CFS on the following boards: *New Hampshire Alcohol and Other Drug Service Providers Association*, *Health First* (Laconia and Franklin), and *Community Resource Network* (Seacoast)
- Serve as Board Secretary and Conference Registrar for the *New Hampshire Association for Infant Mental Health*

Program Manager *June 2007 to October 2008*
Managed Family Intervention Program

Marriage and Family Therapist *February 1997 to June 2007*
Provided assessment and psychotherapy services to individuals, couples and families in a variety of Seacoast area settings, including community-based therapy to individuals and families experiencing homelessness or housing insecurity in conjunction with the *Healthcare for the Homeless* program, consultation to *Community Child Care Center*, and critical incident response with the state *Disaster Behavioral Health Response Team*. Served on the board of *SeaCare Health Services* for nine years as the mental health representative.

COMMUNITY PARTNERS
Rochester, NH
Home-Based Clinician *May 1992 to February 1997*
Provided home-based family therapy, case management, and provider consultation services to multi-problem families in Strafford County. Helped develop and taught Child Impact seminar for divorcing parents.

RESIDENTIAL AND CASE MANAGEMENT EXPERIENCE IN DEVELOPMENTAL DISABILITIES

Service Coordinator *October 1988 to August 1991*
Provided service coordination and individual support to developmentally disabled adults and their families.
Merrimack Valley Case Management Team, Mass. Dept. of Mental Retardation, Haverhill, MA
Case Manager *April 1987 to September 1988*
Obtained and coordinated community services for developmentally disabled adults.
One Sky, Portsmouth, NH
Coordinator of Community Residences *December 1984 to April 1987*
Supervised the operation of four licensed community residences for developmentally disabled adults
Group Home Coordinator *February 1983 to December 1984*
Established and managed group home for four deinstitutionalized men.
Sullivan County Developmental Services, Claremont, NH
Assistant Residential Program Supervisor *March 1982 to January 1983*
ACCESS, Conshohocken, PA
Resident Manager *November 1980 to March 1982*
River Crest Center, Mont Clare, PA

PROFESSIONAL MEMBERSHIP AND EDUCATION

Clinical Fellow and Approved Supervisor, American Association of Marriage and Family Therapy

Adjunct Professor *January 2013 to May 2015*
Spring Semester Marriage and Family Therapy Graduate Practicum, University of New Hampshire

Teaching Assistant *September 1991 to May 1992*
Introduction to Human Development course, University of New Hampshire

Presenter, various professional continuing education workshops, including *Assessing Families*, *Working with Difficult Families*, *Child Care Consultation*, and *The NH DOC Fatherhood Project*

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JULIA THOMPSON

EXPERIENCE

HOUSING STABILITY CASE MANAGER, CROSS ROADS HOUSE

DEMEBER 2021 – PRESENT

- Assist participants in obtaining housing, including explaining program to and negotiating leases with landlords, apartment inspections, completing the participation agreements with participants, helping participants with apartment set-up and orientation to apartment living.
- Support positive landlord-tenant relationships, as needed, and work to prevent lease violations and evictions
- Establish participant-directed Stability Plan goals, identifying appropriate steps towards achieving goals, modifying goals as needed, and tracking progress.
- Facilitate a wide variety of community resource referrals, coordinate with service providers, and advocate on behalf of participants as appropriate.
- Utilize de-escalation, motivational interviewing, harm reduction, and other clinical skills to maintain participant engagement and address or prevent crisis situations.
- Maintain precise and accurate documentation of social work services, including paper and electronic records.
- Adhere to professional guidelines, including maintaining appropriate boundaries with clients and ensuring appropriate confidentiality.
- Collaborate with other staff members so that individual participant needs are effectively addressed.

DIRECT SERVICE STAFF, CROSS ROADS HOUSE

SEPTEMBER 2021 – DECEMBER 2021

- Answer phones in a friendly manner and direct calls appropriately.
- Complete intakes of new residents and help orient them to the shelter Monitor residents for changes in behavior and log accordingly.
- Keep an accurate log of important details of the shift.
- Communicate effectively with residents and other staff members.
- Set appropriate boundaries with residents.
- Work as a team with other direct service staff members and other employees.

NANNY, PRIVATE RESIDENCE

JANUARY 2021 – AUGUST 2021

- Built positive and nurturing environments to support child social and emotional growth.
- Communicated with children at age-appropriate levels to encourage understanding and foster relationships.
- Established lasting, professional connections with families and children by encouraging open communication and delivering positive feedback.
- Assisted with light housekeeping duties as well as running errands.
- Taught children everyday skills and language.
- Engaged with children on age-appropriate level.

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CERTIFIED NURSES ASSISTANT, SPECTRUM STAFFING SOLUTIONS, MAS MEDICAL STAFFING, MERCY HOSPITAL, GREENWOOD CENTER

2017 –2020

- Assisted patients with mobility needs, including moving to and from beds, organizing wheelchairs and preparing assistive devices.
- Answered call lights and supported patient comfort and safety by adjusting bed rails and equipment.
- Evaluated patients to identify and address wounds, behavioral concerns, and medically relevant symptoms.
- Offered immediate assistance in emergency and routine paging situations to evaluate needs and deliver care.
- Delivered individualized patient care by recording vital signs, documenting observations, administering treatments and evaluating patient needs.
- Conferred with multidisciplinary healthcare team to help effectively manage patient conditions with regular testing and vitals assessments.

EDUCATION

MAY 2023

BACHELOR'S IN SOCIAL WORK, UNIVERSITY OF SOUTHERN MAINE

SKILLS

- Upbeat and positive personality
- Punctual
- Strong de-escalation techniques
- Excellent communication
- Dependable
- Issue and conflict resolution

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Cross Roads House
CRH/CCEH Permanent Supportive Housing Expansion

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Will Arvelo	Executive Director	0	0	0
	Finance Director	0	0	0
Sandra Beaudry	Program Director	77,000		$8,930
Julia Thompson	Housing Stability Case Manager	43,805	100%	