



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH**

Lori A. Weaver
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

May 15, 2024

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 amend existing contracts with the Contractors listed below for the continued provision of services to assist with the operation of cold weather solutions for individuals and families experiencing homelessness, by exercising contract renewal options by increasing the total price limitation by \$920,000 from \$920,000 to \$1,840,000 and extending the completion dates from June 30, 2024 to June 30, 2025, effective July 1, 2024 upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on September 20, 2023, item #47.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
County of Merrimack	177435-B001	Merrimack County	\$115,000	\$165,000	\$280,000
County of Strafford	177478-B001	Strafford County	\$55,000	\$100,000	\$155,000
Nashua Soup Kitchen and Shelter, Inc.	174173-P001	Hillsborough County	\$275,000	\$220,000	\$495,000
Southwestern Community Services, Inc.	177511-B001	Cheshire and Sullivan Counties	\$140,000	\$120,000	\$260,000
The Lakes Region Mental Health Center, Inc.	154480-B001	Belknap County	\$80,000	\$95,000	\$175,000
Tri-County Community Action Program, Inc.	177195-B001	Coos and Grafton Counties	\$140,000	\$120,000	\$260,000
Way Station	339623-R001	Carroll County	\$115,000	\$100,000	\$215,000
		Total:	\$920,000	\$920,000	\$1,840,000

Funds are available in the following accounts for State Fiscal Year 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for the continued provision of services to assist with the operation of cold weather solutions for individuals and families experiencing homelessness and to continue assisting with the mitigation of negative outcomes of homelessness during the upcoming winter seasons. The attached amendments are in support of the Department's continued adherence to House Bill (HB) 2, Section 564 (2023) with funds continuing to be awarded to one provider in each county based on 50 percent distributed evenly across each county and 50 percent based on the most recent preliminary Point In Time count of those experiencing homelessness in the county. The preliminary Point In Time count for 2024, which occurred on January 24, 2024, was used to calculate the funding allocations. The Department is presenting a complementary sole source amendment to an existing agreement with a provider in Rockingham County to ensure continued statewide access.

Approximately 1,500 individuals who are experiencing homelessness, who are in need of appropriate shelter during the winter and cold weather months, will be served during State Fiscal Year 2025.

The Contractors will continue to provide access to emergency shelter and related services specifically providing safety in cold weather to individuals and families who are unable to access year-round emergency shelter services. The Contractors will continue engagement with all municipalities and related service providers for their county. Contractors will continuously offer a variety of low-barrier solutions reflective of the needs of the county, such as shelters, hotel stays, warming centers, coordination of referrals to related services and transportation to shelter solutions.

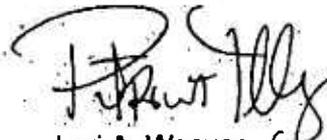
The Department will continue to monitor services by engaging in monthly meetings with the Contractors and reviewing the monthly reports provided by the Contractors.

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

Should the Governor and Council not authorize this request, there will be a gap in emergency cold weather services throughout the upcoming winter months, leaving individuals experiencing unsheltered homelessness without the fatality preventions provided by this critical safety net service.

Area served: Statewide.

Respectfully submitted,



Lori A. Weaver
Commissioner

05-95-42-423010-63850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
HUMAN SERVICES DIVISION, HOMELESS AND HOUSING, HOMELESS & HOUSING SHELTER FD

100% General Funds

Fiscal Detail Sheet
RFA-2024-DBH-03-COLDW-01-07-A01

County of Merrimack

Vendor # 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$115,000	\$0	\$115,000
2025	102/500731	Contracts for Program Services	42307021	\$0	\$165,000	\$165,000
		Sub Total		\$115,000	\$165,000	\$280,000

County of Strafford

Vendor # 177478 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$55,000	\$0	\$55,000
2025	102/500731	Contracts for Program Services	42307021	\$0	\$100,000	\$100,000
		Sub Total		\$55,000	\$100,000	\$155,000

The Lakes Region Mental Health Center, Inc.

Vendor # 154480 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$80,000	\$0	\$80,000
2025	102/500731	Contracts for Program Services	42307021	\$0	\$95,000	\$95,000
		Sub Total		\$80,000	\$95,000	\$175,000

Nashua Soup Kitchen and Shelter, Inc.

Vendor # 174173 - P001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$275,000	\$0	\$275,000
2025	102/500731	Contracts for Program Services	42307021	\$0	\$220,000	\$220,000
		Sub Total		\$275,000	\$220,000	\$495,000

Southwestern Community Services, Inc.

Vendor # 177511 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$140,000	\$0	\$140,000
2025	102/500731	Contracts for Program Services	42307021	\$0	\$120,000	\$120,000
		Sub Total		\$140,000	\$120,000	\$260,000

Tri-County Community Action Program, Inc.

Vendor # 177195 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$140,000	\$0	\$140,000
2025	102/500731	Contracts for Program Services	42307021	\$0	\$120,000	\$120,000
		Sub Total		\$140,000	\$120,000	\$260,000

Way Station

Vendor # 339623 - R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$115,000	\$0	\$115,000
2025	102/500731	Contracts for Program Services	42307021	\$0	\$100,000	\$100,000
		Sub Total		\$115,000	\$100,000	\$215,000

Total				\$920,000	\$920,000	\$1,840,000
--------------	--	--	--	-----------	-----------	-------------

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

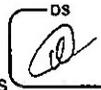
This Amendment to the Cold Weather Shelter Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and County of Merrimack ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item #47), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$280,000
3. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget, Amendment #1.
4. Add Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.



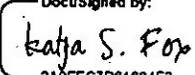
All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/15/2024

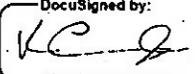
Date

DocuSigned by:

2ADFE7D81684F3...
Name: Katja S. Fox
Title: Director

County of Merrimack

5/15/2024

Date

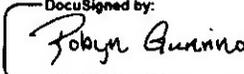
DocuSigned by:

4C19F0005EC4C1...
Name: Ross E. Cunningham
Title: County Administrator

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

OFFICE OF THE ATTORNEY GENERAL

5/15/2024

Date

DocuSigned by:

748734844941480

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services	
<i>Complete one budget form for each budget period.</i>	
Contractor Name: <u>County of Merrimack</u>	
Budget Request for: <u>Cold Weather Shelter Program</u>	
Budget Period: <u>SFY 2025 (7/1/24 - 6/30/25)</u>	
Indirect Cost Rate (if applicable): <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$0
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$165,000
Total Direct Costs	\$165,000
Total Indirect Costs	\$0
TOTAL	\$165,000



 Contractor Initials: _____

 Date: 5/15/2024

CERTIFICATE OF AUTHORITY

I, Tara Reardon, Chair, Merrimack County Board of Commissioners, hereby certify that:
(Name of the County Clerk/County Official)

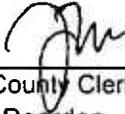
1. I am a duly elected County Clerk/County Official) of Merrimack County
(County Name)

2. I hereby certify that Ross L. Cunningham, County Administrator (may list more than one
(Authorized Signatory)

person) is authorized on behalf of this county to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

3. I hereby certify that this authority has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment/agreement 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 county. To the extent that there are any limits on the authority of any listed individual to bind the county in contracts or other agreements with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 4.23.2024



Signature of County Clerk/County Official
Name: Tara Reardon
Title: Chair, Board of Commissioners



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303	Member Number: 604	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716
---	------------------------------	--

Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply, If Not:	
<input checked="" type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2024	1/1/2025	<input type="checkbox"/> Each Occurrence	\$ 2,000,000
			<input type="checkbox"/> General Aggregate	\$ 10,000,000
			<input type="checkbox"/> Fire Damage (Any one fire)	
			<input type="checkbox"/> Med Exp (Any one person)	
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			<input type="checkbox"/> Combined Single Limit (Each Accident) <input type="checkbox"/> Aggregate	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory	
			<input type="checkbox"/> Each Accident	\$2,000,000
			<input type="checkbox"/> Disease - Each Employee	\$2,000,000
			<input type="checkbox"/> Disease - Policy Limit	
<input type="checkbox"/> Property (Special Risk includes Fire and Theft)			<input type="checkbox"/> Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of NH DHHS 129 Pleasant St Concord, NH 03301			By: <i>May Beth Purcell</i>
			Date: 1/2/2024 mpurcell@nhprimex.org
			Please direct inquires to: Primex³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

ARC



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

47

Lori A. Weaver
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

August 21, 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 contracts with the Contractors listed below in an amount not to exceed \$920,000 for the provision of services to assist with the operation of cold weather solutions for individuals and families experiencing homelessness, with the option to renew for up to three (3) additional years, effective October 1, 2023, upon Governor and Council approval, through June 30, 2024. 100% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
County of Merrimack	177435-B001	Merrimack County	\$115,000
County of Strafford	177478-B001	Strafford County	\$55,000
Nashua Soup Kitchen and Shelter, Inc.	174173-P001	Hillsborough County	\$275,000
Southwestern Community Services, Inc.	177511-B001	Cheshire and Sullivan Counties	\$140,000
The Lakes Region Mental Health Center, Inc.	154480-B001	Belknap County	\$80,000
Tri-County Community Action Program, Inc.	177195-B001	Coos and Grafton Counties	\$140,000
Way Station	339623-R001	Carroll County	\$115,000
		Total:	\$920,000

Funds are available in the following accounts for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for the Contractors to assist with the operation of cold weather solutions for individuals and families experiencing homelessness and to assist with the mitigation of negative outcomes of homelessness this upcoming winter. Pursuant to House Bill (HB) 2, Section 564 (2023), funds were made available to each county in the state. Award amounts were determined by the language in HB 2: "The department shall distribute \$1,000,000 to one provider in each county based on 50 percent to be distributed evenly across each county and 50 percent based on the most recent preliminary point-in-time count of those experiencing homelessness in the county." The Department is presenting a complementary sole source agreement with a provider in Rockingham County to ensure statewide access.

Approximately 333 individuals who are experiencing homelessness, who are in need of appropriate shelter during the winter and cold weather months will be served during State Fiscal Year 2024.

The Contractors will provide access to emergency shelter and related services specifically to provide safety in cold weather to individuals and families who are unable to access year-round emergency shelter services. The Contractors will engage with all municipalities and related service providers for their county. They will offer a variety of low-barrier solutions reflective of the needs of the county, such as shelters, hotel stays, warming centers, coordination of referrals to related services and transportation to shelter solutions.

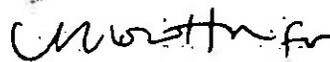
The Department will monitor services by engaging in monthly meetings with the Contractors and reviewing the monthly reports provided by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from June 29, 2023 through July 24, 2023. The Department received 11 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the attached agreements, the parties have the option to extend the agreements for up to three (3) 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 a gap in emergency cold weather services throughout the upcoming winter months, leaving individuals experiencing unsheltered homelessness without the fatality preventions provided by this critical safety net service.

Respectfully submitted,



Lori A. Weaver
Commissioner

05-95-42-423010-63850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIVISION, HOMELESS AND HOUSING, HOMELESS & HOUSING SHELTER FD.
100% General Funds

County of Merrimack

Vendor # 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$115,000	\$115,000
		Sub Total		\$0	\$115,000	\$115,000

County of Strafford

Vendor # 177478 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$55,000	\$55,000
		Sub Total		\$0	\$55,000	\$55,000

The Lakes Region Mental Health Center, Inc.

Vendor # 154480 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$80,000	\$80,000
		Sub Total		\$0	\$80,000	\$80,000

Nashua Soup Kitchen and Shelter, Inc.

Vendor # 174173 - P001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$275,000	\$275,000
		Sub Total		\$0	\$275,000	\$275,000

Southwestern Community Services, Inc.

Vendor # 177511 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$140,000	\$140,000
		Sub Total		\$0	\$140,000	\$140,000

Tri-County Community Action Program, Inc.

Vendor # 177195 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$140,000	\$140,000
		Sub Total		\$0	\$140,000	\$140,000

Way Station

Vendor # 339623 - R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$115,000	\$115,000
		Sub Total		\$0	\$115,000	\$115,000

Total	\$0	\$920,000	\$920,000
-------	-----	-----------	-----------

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RFA-2024-DBH-03-COLDW

Project Title Cold Weather Shelter Program

	Maximum Points Available	Community Action Partnership of Strafford County (Strafford)	County of Merrimack (Merrimack)	Lakes Region Mental Health Center, Inc (Belknap)	Nashua Soup Kitchen and Shelter (Hillsborough)	Southwestern Community Services, Inc (Cheshire)	Southwestern Community Services, Inc (Sullivan)	Strafford County (Strafford)
Technical								
Capacity (Q1)	20	18	15	15	20	17	17	20
Collaboration (Q2)	40	40	30	33	35	30	30	40
Experience (Q3)	20	20	15	14	15	16	15	20
Knowledge (Q4)	20	18	14	20	17	18	18	20
TOTAL POINTS	100	96	74	82	87	81	78	100

TOTAL PROPOSED VENDOR COST

Not Applicable - No Cost Proposal for RFA

Reviewer Name	Title
1 <u>Travis Newton</u>	<u>Homeless Outreach Service Coordinator</u>
2 <u>Robert Waters</u>	<u>Shelter Administrator</u>
3 <u>Carole Totzkay, MS, CHES</u>	<u>Public Health Preparedness Planner</u>
4 <u>Jessica Dow</u>	<u>Business Administrator II</u>

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RFA-2024-DBH-03-COLDW

Project Title Cold Weather Shelter Program

	Maximum Points Available	Tri County CAP (Carroll)	Tri County CAP (Coos)	Tri County CAP (Grafton)	Way Station (Carroll)
Technical					
Capacity (Q1)	20	15	18	18	18
Collaboration (Q2)	40	28	35	35	40
Experience (Q3)	20	18	18	19	19
Knowledge (Q4)	20	18	19	19	20
TOTAL POINTS	100	79	90	91	97

TOTAL PROPOSED VENDOR COST *Not Applicable - No Cost Proposal for RFA*

Reviewer Name	Title
1. <u>Travis Newton</u>	<u>Homeless Outreach Service Coordinator</u>
2. <u>Robert Waters</u>	<u>Shelter Administrator</u>
3. <u>Carole Totzkay, MS, CHES</u>	<u>Public Health Preparedness Planner</u>
4. <u>Jessica Dow</u>	<u>Business Administrator II</u>

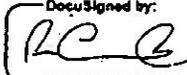
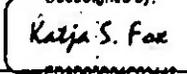
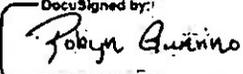
Subject: Cold Weather Shelter Program (RFA-2024-DBH-03-COLDW-01)

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

I. 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 County of Merrimack		1.4 Contractor Address 333 DW Highway Boscawen, NH 03303	
1.5 Contractor Phone Number 603-796-6800	1.6 Account Number 05-95-42-423010- 63850000-102-500731	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$115,000
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:  Date: 8/24/2023		1.12 Name and Title of Contractor Signatory Ross Cunningham 2 County Administrator	
1.13 State Agency Signature DocuSigned by:  Date: 8/24/2023		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:  On: 8/24/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

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:

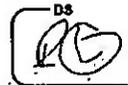
3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2023 ("Effective 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 three (3) 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.



**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide cold weather shelter services to individuals and families who:

Are in need of appropriate shelter in NH during winter and the cold weather months; and

1.1.1. Meet the criteria of 'Literally Homeless' as follows:

1.1.1.1. Has a primary nighttime residence that is a public or private place not meant for human habitation;

1.1.1.2. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

1.1.1.3. Is exiting an institution where they resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

1.2. The Contractor must ensure services are available in Merrimack County.

1.3. The Contractor must provide access to emergency shelter and related services specifically to provide safety in cold weather, to those experiencing homelessness as described in Section 1.1., and who are unable to access year-round emergency shelter services. The Contractor must:

1.3.1. Ensure that community plans that include a cold weather shelter must have shelter designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep during the winter and cold weather months.

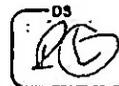
1.3.2. Ensure basic needs of each individual are met, including at a minimum, a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in RSA 126-A:26.

1.3.3. Provide a low-barrier shelter, with no pre-conditions for entry during cold weather. Terminations from shelter must only be due to safety concerns.

1.3.4. Ensure services are provided in a facility in accordance with Section 3.4, Operation of Facilities, that includes at a minimum:

1.3.4.1. Building maintenance and repair;

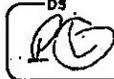
1.3.4.2. Security systems;



**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 1.3.4.3. Heating equipment;
- 1.3.4.4. Property and business insurance;
- 1.3.4.5. Utilities and furnishings; and
- 1.3.4.6. Bathrooms.
- 1.4. The Contractor must evaluate and assess appropriate housing needs throughout the county as identified in Section 1.2. If a centralized building is not accessible for the entire county or logical given the geographic location, the Contractor must provide alternatives to a centralized shelter.
- 1.5. The Contractor must refer clients to the appropriate Regional Access Point for supportive services.
- 1.6. The Contractor must engage with all municipalities, related providers, and other stakeholders in the county as identified in Section 1.2. The Contractor must:
 - 1.6.1. Be flexible and reflective of the needs of the particular county, and include a mix of responses, including, but not limited to:
 - 1.6.1.1. Partial funding of a cold weather shelter.
 - 1.6.1.2. Hotel stays.
 - 1.6.1.3. Other alternatives to provide shelter.
 - 1.6.1.4. Coordination of referrals to related services.
 - 1.6.1.5. Transportation to shelter solution.
 - 1.6.2. Coordinate with the municipal welfare director(s) within the county served to leverage funds in order to serve all people experiencing homelessness who present for services.
 - 1.6.3. Build off of existing resources for such services and not replace what a community is responsible to provide under RSA 165.
- 1.7. The Contractor must enter client data into the Homeless Management Information System, as described in the NH HMIS Policy and Procedure Manual.
- 1.8. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.9. The Contractor must participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.10. The Contractor must facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to financial files.
- 1.11. Reporting



**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 1.11.1. The Contractor must submit monthly reports via the Department's designated Homeless Management Information System (HMIS) reporting system, which include, but are not limited to:
 - 1.11.1.1. Number of people served each month.
 - 1.11.1.2. Cumulative number of people served.
 - 1.11.1.3. Number of referrals to Regional Access Point.
- 1.11.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.12. Background Checks
 - 1.12.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
 - 1.12.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
 - 1.12.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;
 - 1.12.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;
- 1.13. Privacy Impact Assessment
 - 1.13.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 1.13.1.1. How PII is gathered and stored;
 - 1.13.1.2. Who will have access to PII;

DS
AG

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 1.13.1.3. How PII will be used in the system;
- 1.13.1.4. How individual consent will be achieved and revoked; and
- 1.13.1.5. Privacy practices.
- 1.13.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.
- 1.14. Department Owned Devices, Systems and Network Usage
 - 1.14.1.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:
 - 1.14.1.2. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
 - 1.14.1.3. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
 - 1.14.1.4. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 1.14.1.5. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
 - 1.14.1.6. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 1.14.1.7. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;



New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT B

- 1.14.1.8. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.14.1.9. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.14.1.10. Agree when utilizing the Department's email system:
 - 1.14.1.10.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".
 - 1.14.1.10.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.14.1.10.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 1.14.1.11. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
- 1.14.1.12. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
- 1.14.1.13. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.
- 1.14.1.14. Contractor agrees, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal



New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT B

from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.15. Contract End-of-Life Transition Services

1.15.1. General Requirements

1.15.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient". Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.15.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the



**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.15.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

1.15.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

1.15.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

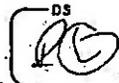
1.15.1.6. In the event where the Contractor has commingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit D: DHHS Information Security Requirements.

1.15.2. Completion of Transition Services

1.15.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.15.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit D: DHHS Information Security Requirements.

1.15.3. Disagreement over Transition Services Results



**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

1.15.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

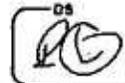
3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

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

3.2.1. 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.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement; "The preparation of this (report, document etc.) was financed under an 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."



**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

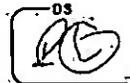
- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

- 3.4.1. 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.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. 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.
 - 4.1.2. 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



**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program.**

EXHIBIT B

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.

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

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.



New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. 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.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to housingsupportsinvoices@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. 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.



**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT C

7. 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.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. 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.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$2,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall 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.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

DS
RG

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name: <u>County of Merrimack</u>	
Budget Request for: <u>Cold Weather Shelter Program</u>	
Budget Period <u>SFY 2024 (10/1/23-6/30/24)</u>	
Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$0
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
9. Subrecipient Contracts	\$115,000
Total Direct Costs	\$115,000
Total Indirect Costs	\$0
TOTAL	\$115,000

New Hampshire Department of Health and Human Services

Exhibit D

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

Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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.

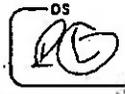
7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and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

Contractor Initials

OS


New Hampshire Department of Health and Human Services

Exhibit D

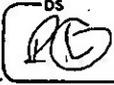
DHHS Information Security Requirements

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.

Contractor Initials

DS


New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

Contractor Initials

OS
[Signature]

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Contractor Initials

DS


New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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

Contractor Initials

DS
[Handwritten Signature]

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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/doi/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.

Contractor Initials

DS


New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application:

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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.

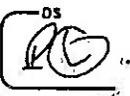
VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials 

Date 8/24/2023

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

This Amendment to the Cold Weather Shelter Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and County of Strafford ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item #47), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$155,000
3. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget, Amendment #1.
4. Add Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

DS
GM

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/16/2024
Date

DocuSigned by:
Katja S. Fox
2A0FEC7061684F3
Name: Katja S. Fox
Title: Director

County of Strafford

5/16/2024
Date

DocuSigned by:
George Mayadas
43569D6F28774B2...
Name: George Mayadas
Title: chairman

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

OFFICE OF THE ATTORNEY GENERAL

5/20/2024

Date

DocuSigned by:
Robyn Guarino
748734844941460
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>County of Strafford</u> Budget Request for: <u>Cold Weather Shelter Program</u> Budget Period: <u>SFY 2025 (7/1/24-6/30/25)</u> Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$0
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$100,000
Total Direct Costs	\$100,000
Total Indirect Costs	\$0
TOTAL	\$100,000

Contractor Initials: OS
GM
 Date: 5/16/2024

COMMISSIONERS

GEORGE MAGLARAS, Chairman
ROBERT J. WATSON, Vice Chairman
DEANNA S. ROLLO, Clerk

TREASURER

PAMELA J. ARNOLD

COUNTY ADMINISTRATOR

RAYMOND F. BOWER

**STRAFFORD COUNTY
COMMISSIONERS**

WILLIAM A. GRIMES
Justice & Administration Building
259 County Farm Road, Suite 204
Dover, New Hampshire 03820
Telephone: (603)742-1458
Fax: (603) 743-4407



CERTIFICATE OF AUTHORITY

I, Deanna S. Rollo, Clerk, hereby certify that:
(Name of the County Clerk/County Official)

1. I am a duly elected County Clerk/County Official) of Strafford County
(County Name)

2. I hereby certify that George Maglaras, Chairman (may list more than one)
(Authorized Signatory)

person) is authorized on behalf of this county to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

3. I hereby certify that this authority has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment/agreement 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 county. To the extent that there are any limits on the authority of any listed individual to bind the county in contracts or other agreements with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 5/16/2024

Deanna Rollo
Signature of County Clerk/County Official
Name:
Title:



CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Strafford County 259 County Farm Road Dover, NH 03820		Member Number: 605	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ PO Box 23 Hooksett, NH 03106-9716		
Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits - NH Statutory Limits May Apply If Not		
<input checked="" type="checkbox"/> General Liability (Occurrence Form) Professional Liability (describe) <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence	1/1/2024	1/1/2025	Each Occurrence	\$ 2,000,000	
			General Aggregate	\$ 10,000,000	
			Fire Damage (Any one fire)		
			Med Exp (Any one person)		
<input checked="" type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto	1/1/2024	1/1/2025	Combined Single Limit (Each Accident)	\$2,000,000	
			Aggregate	\$10,000,000	
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> Statutory		
			Each Accident	\$2,000,000	
			Disease - Each Employee	\$2,000,000	
			Disease - Policy Limit		
<input checked="" type="checkbox"/> Property (Special Risk Includes Fire and Theft)	1/1/2024	1/1/2025	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: \$1,000	
Description: Proof of Primex Member coverage only.					

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301			By: <i>Mary Beth Purcell</i> Date: 4/22/2024 mpurcell@nhprimex.org Please direct inquires to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax

ARC



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

47

Lori A. Weaver
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544

Katja S. Fox
Director

Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 21, 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 contracts with the Contractors listed below in an amount not to exceed \$920,000 for the provision of services to assist with the operation of cold weather solutions for individuals and families experiencing homelessness, with the option to renew for up to three (3) additional years, effective October 1, 2023, upon Governor and Council approval, through June 30, 2024. 100% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
County of Merrimack	177435-B001	Merrimack County	\$115,000
County of Strafford	177478-B001	Strafford County	\$55,000
Nashua Soup Kitchen and Shelter, Inc.	174173-P001	Hillsborough County	\$275,000
Southwestern Community Services, Inc.	177511-B001	Cheshire and Sullivan Counties	\$140,000
The Lakes Region Mental Health Center, Inc.	154480-B001	Belknap County	\$80,000
Tri-County Community Action Program, Inc.	177195-B001	Coos and Grafton Counties	\$140,000
Way Station	339623-R001	Carroll County	\$115,000
		Total:	\$920,000

Funds are available in the following accounts for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for the Contractors to assist with the operation of cold weather solutions for individuals and families experiencing homelessness and to assist with the mitigation of negative outcomes of homelessness this upcoming winter. Pursuant to House Bill (HB) 2, Section 564 (2023), funds were made available to each county in the state. Award amounts were determined by the language in HB 2: "The department shall distribute \$1,000,000 to one provider in each county based on 50 percent to be distributed evenly across each county and 50 percent based on the most recent preliminary point-in-time count of those experiencing homelessness in the county." The Department is presenting a complementary sole source agreement with a provider in Rockingham County to ensure statewide access.

Approximately 333 individuals who are experiencing homelessness, who are in need of appropriate shelter during the winter and cold weather months will be served during State Fiscal Year 2024.

The Contractors will provide access to emergency shelter and related services specifically to provide safety in cold weather to individuals and families who are unable to access year-round emergency shelter services. The Contractors will engage with all municipalities and related service providers for their county. They will offer a variety of low-barrier solutions reflective of the needs of the county, such as shelters, hotel stays, warming centers, coordination of referrals to related services and transportation to shelter solutions.

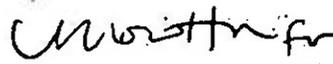
The Department will monitor services by engaging in monthly meetings with the Contractors and reviewing the monthly reports provided by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from June 29, 2023 through July 24, 2023. The Department received 11 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the attached agreements, the parties have the option to extend the agreements for up to three (3) 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 a gap in emergency cold weather services throughout the upcoming winter months, leaving individuals experiencing unsheltered homelessness without the fatality preventions provided by this critical safety net service.

Respectfully submitted,



Lori A. Weaver
Commissioner

05-95-42-423010-63850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIVISION, HOMELESS AND HOUSING, HOMELESS & HOUSING SHELTER FD
100% General Funds

County of Merrimack

Vendor # 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$115,000	\$115,000
		Sub Total		\$0	\$115,000	\$115,000

County of Strafford

Vendor # 177478 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$55,000	\$55,000
		Sub Total		\$0	\$55,000	\$55,000

The Lakes Region Mental Health Center, Inc.

Vendor # 154480 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$80,000	\$80,000
		Sub Total		\$0	\$80,000	\$80,000

Nashua Soup Kitchen and Shelter, Inc.

Vendor # 174173 - P001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$275,000	\$275,000
		Sub Total		\$0	\$275,000	\$275,000

Southwestern Community Services, Inc.

Vendor # 177511 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$140,000	\$140,000
		Sub Total		\$0	\$140,000	\$140,000

Tri-County Community Action Program, Inc.

Vendor # 177195 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$140,000	\$140,000
		Sub Total		\$0	\$140,000	\$140,000

Way Station

Vendor # 339623 - R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$115,000	\$115,000
		Sub Total		\$0	\$115,000	\$115,000

Total	\$0	\$920,000	\$920,000
-------	-----	-----------	-----------

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RFA-2024-DBH-03-COLDW

Project Title Cold Weather Shelter Program

	Maximum Points Available	Community Action Partnership of Strafford County (Strafford)	County of Merrimack (Merrimack)	Lakes Region Mental Health Center, Inc (Belknap)	Nashua Soup Kitchen and Shelter (Hillsborough)	Southwestern Community Services, Inc (Cheshire)	Southwestern Community Services, Inc (Sullivan)	Strafford County (Strafford)
Technical								
Capacity (Q1)	20	18	15	15	20	17	17	20
Collaboration (Q2)	40	40	30	33	35	30	30	40
Experience (Q3)	20	20	15	14	15	16	15	20
Knowledge (Q4)	20	18	14	20	17	18	16	20
TOTAL POINTS	100	96	74	82	87	81	78	100

TOTAL PROPOSED VENDOR COST

Not Applicable - No Cost Proposal for RFA

Reviewer Name	Title
1 <u>Travis Newton</u>	<u>Homeless Outreach Service Coordinator</u>
2 <u>Robert Waters</u>	<u>Shelter Administrator</u>
3 <u>Carole Totzkey, MS, CHES</u>	<u>Public Health Preparedness Planner</u>
4 <u>Jessica Dow</u>	<u>Business Administrator II</u>

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RFA-2024-DBH-03-COLDW

Project Title Cold Weather Shelter Program

	Maximum Points Available	Tri County CAP (Carroll)	Tri County CAP (Coos)	Tri County CAP (Grafton)	Way Station (Carroll)
Technical					
Capacity (Q1)	20	15	18	18	18
Collaboration (Q2)	40	28	35	35	40
Experience (Q3)	20	18	18	19	19
Knowledge (Q4)	20	18	19	19	20
TOTAL POINTS	100	79	90	91	97

TOTAL PROPOSED VENDOR COST *Not Applicable - No Cost Proposal for RFA*

Reviewer Name	Title
1. <u>Travis Newton</u>	<u>Homeless Outreach Service Coordinator</u>
2. <u>Robert Waters</u>	<u>Shelter Administrator</u>
3. <u>Carole Totzkay, MS, CHES</u>	<u>Public Health Preparedness Planner</u>
4. <u>Jessica Dow</u>	<u>Business Administrator II</u>

Subject: Cold Weather Shelter Program (RFA-2024-DBH-03-COLDW-02)

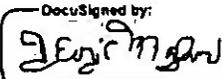
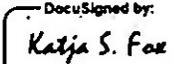
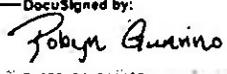
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name County of Strafford		1.4 Contractor Address 259 County Farm Road Dover, NH 03820	
1.5 Contractor Phone Number 603-516-7102	1.6 Account Number 05-95-42-423010-63850000-102-500731	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$55,000
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:  Date: 8/25/2023		1.12 Name and Title of Contractor Signatory George Maglaras Chairman	
1.13 State Agency Signature DocuSigned by:  Date: 8/25/2023		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) DocuSigned by: By:  On: 8/27/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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 of 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.

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

Contractor Initials GM
Date 8/25/2023

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

DS
GM

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

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 October 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 three (3) 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.

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide cold weather shelter services to individuals and families who:

Are in need of appropriate shelter in NH during winter and the cold weather months; and

1.1.1. Meet the criteria of 'Literally Homeless' as follows:

1.1.1.1. Has a primary nighttime residence that is a public or private place not meant for human habitation;

1.1.1.2. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

1.1.1.3. Is exiting an institution where they resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

1.2. The Contractor must ensure services are available in Strafford County.

1.3. The Contractor must provide access to emergency shelter and related services specifically to provide safety in cold weather, to those experiencing homelessness as described in Section 1.1., and who are unable to access year-round emergency shelter services. The Contractor must:

1.3.1. Ensure that community plans that include a cold weather shelter must have shelter designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep during the winter and cold weather months.

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

1.3.3. Provide a low-barrier shelter, with no pre-conditions for entry during cold weather. Terminations from shelter must only be due to safety concerns.

1.3.4. Ensure services are provided in a facility in accordance with Section 3.4. Operation of Facilities, that includes at a minimum:

1.3.4.1. Building maintenance and repair;

1.3.4.2. Security systems;

GM

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 1.3.4.3. Heating equipment;
 - 1.3.4.4. Property and business insurance;
 - 1.3.4.5. Utilities and furnishings; and
 - 1.3.4.6. Bathrooms.
- 1.4. The Contractor must evaluate and assess appropriate housing needs throughout the county as identified in Section 1.2. If a centralized building is not accessible for the entire county or logical given the geographic location, the Contractor must provide alternatives to a centralized shelter.
- 1.5. The Contractor must refer clients to the appropriate Regional Access Point for supportive services.
- 1.6. The Contractor must engage with all municipalities, related providers, and other stakeholders in the county as identified in Section 1.2. The Contractor must:
- 1.6.1. Be flexible and reflective of the needs of the particular county, and include a mix of responses, including, but not limited to:
 - 1.6.1.1. Partial funding of a cold weather shelter.
 - 1.6.1.2. Hotel stays.
 - 1.6.1.3. Other alternatives to provide shelter.
 - 1.6.1.4. Coordination of referrals to related services.
 - 1.6.1.5. Transportation to shelter solution.
 - 1.6.2. Coordinate with the municipal welfare director(s) within the county served to leverage funds in order to serve all people experiencing homelessness who present for services.
 - 1.6.3. Build off of existing resources for such services and not replace what a community is responsible to provide under RSA 165.
- 1.7. The Contractor must enter client data into the Homeless Management Information System, as described in the NH HMIS Policy and Procedure Manual.
- 1.8. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.9. The Contractor must participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.10. The Contractor must facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to financial files.
- 1.11. Reporting

OS
CM

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 1.11.1. The Contractor must submit monthly reports via the Department's designated Homeless Management Information System (HMIS) reporting system, which include, but are not limited to:
 - 1.11.1.1. Number of people served each month.
 - 1.11.1.2. Cumulative number of people served.
 - 1.11.1.3. Number of referrals to Regional Access Point.
- 1.11.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.12. Background Checks
 - 1.12.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
 - 1.12.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
 - 1.12.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;
 - 1.12.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;
- 1.13. Privacy Impact Assessment
 - 1.13.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 1.13.1.1. How PII is gathered and stored;
 - 1.13.1.2. Who will have access to PII;

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 1.13.1.3. How PII will be used in the system;
- 1.13.1.4. How individual consent will be achieved and revoked; and
- 1.13.1.5. Privacy practices.
- 1.13.2. The Department may conduct/follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.
- 1.14. Department Owned Devices, Systems and Network Usage
 - 1.14.1.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:
 - 1.14.1.2. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
 - 1.14.1.3. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
 - 1.14.1.4. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 1.14.1.5. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
 - 1.14.1.6. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 1.14.1.7. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

DS
GM

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 1.14.1.8. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.14.1.9. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.14.1.10. Agree when utilizing the Department's email system:
 - 1.14.1.10.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".
 - 1.14.1.10.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.14.1.10.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 1.14.1.11. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
- 1.14.1.12. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
- 1.14.1.13. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.
- 1.14.1.14. Contractor agrees, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal

GM

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT B

from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.15. Contract End-of-Life Transition Services

1.15.1. General Requirements

1.15.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.15.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.15.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

1.15.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

1.15.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.15.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit D: DHHS Information Security Requirements.

1.15.2. Completion of Transition Services

1.15.2.1. Each service of Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.15.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit D: DHHS Information Security Requirements.

1.15.3. Disagreement over Transition Services Results

DS
GM

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

1.15.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. 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.

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

3.2.1. 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.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 3.4. **Operation of Facilities: Compliance with Laws and Regulations**
 - 3.4.1. 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.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. 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.
 - 4.1.2. 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

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT B

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.

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

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.

DS
GM

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. 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.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to housingsupportsinvoices@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. 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.

ds
GM

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT C

7. 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.
8. Audits
- 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
- 8.1.1. 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.
- 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$2,000,000 or more.
- 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.2. If Condition A exists, the Contractor shall 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.
- 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name: <u>County of Strafford</u>	
Budget Request for: <u>Cold Weather Shelter Program</u>	
Budget Period: <u>SFY 2024 (10/1/23-6/30/24)</u>	
Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$0
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$55,000
Total Direct Costs	\$55,000
Total Indirect Costs	\$0
TOTAL	\$55,000

GM
8/25/2023

New Hampshire Department of Health and Human Services

Exhibit D

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

Contractor Initials

DS
GM

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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.

Contractor Initials

DS
GM

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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.

Contractor Initials

03
GM

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

Contractor Initials

DS
GM

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Contractor Initials

ds
GM

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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

Contractor Initials

DS
GM

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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/doi/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.

Contractor Initials

OS
GM

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

Contractor Initials

OS
GM

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov.B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

This Amendment to the Cold Weather Shelter Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Nashua Soup Kitchen and Shelter, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item #47), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$495,000
3. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget, Amendment #1.
4. Add Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

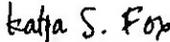
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/16/2024

Date

DocuSigned by:



Name: Katja S. Fox

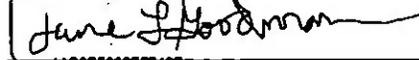
Title: Director

Nashua Soup Kitchen and Shelter, Inc.

5/16/2024

Date

DocuSigned by:



Name: Jane Goodman

Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

5/20/2024

Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

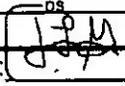
OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <i>Nashua Soup Kitchen and Shelter, Inc.</i> Budget Request for: <i>Cold Weather Shelter Program</i> Budget Period <i>SFY 2025 (7/1/24-6/30/25)</i> Indirect Cost Rate (if applicable) <i>0.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$139,552
2. Fringe Benefits	\$12,480
3. Consultants	\$3,840
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$8,000
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$1,600
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$400
8. (c) Other - Other (specify below)	
<i>Other - sheets/pillows/pillow protectors</i>	\$2,800
<i>Other - utilities</i>	\$6,880
<i>Other - housekeeping/Laundry</i>	\$6,640
<i>Cleaning/Maintenance</i>	\$6,000
<i>Utilities/Insurance</i>	\$20,800
<i>Floorspace</i>	\$11,008
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$220,000
Total Indirect Costs	\$0
TOTAL	\$220,000

Contractor Initials: 

Date: 5/16/2024

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NASHUA SOUP KITCHEN AND SHELTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 11, 1981. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61911

Certificate Number: 0006672135



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Nashua Soup Kitchen and Shelter, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 23, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Jane L Goodman, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Nashua Soup Kitchen and Shelter, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority 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: April 24, 2024



Signature of Elected Officer

Name: Madeleine LaRose

Title: Clerk of the Board



Nashua Soup Kitchen & Shelter, Inc.

The Nashua Soup Kitchen & Shelter provides food and shelter to vulnerable individuals and families in the Greater Nashua Region in a dignified and sustainable manner. NSKS works to increase access to a full spectrum of basic needs through advocacy, targeted programs, and collaboration with other organizations.

NASHUA SOUP KITCHEN AND SHELTER, INC.

FINANCIAL STATEMENTS

JUNE 30, 2022

AND

INDEPENDENT AUDITORS' REPORT

NASHUA SOUP KITCHEN AND SHELTER, INC.

JUNE 30, 2022

TABLE OF CONTENTS

	<u>Page(s)</u>
Independent Auditors' Report.....	1 - 3
Financial Statements:	
Statement of Financial Position.....	4
Statement of Activities.....	5 - 6
Statement of Functional Expenses.....	7
Statement of Cash Flows.....	8
Notes to financial Statements.....	9 - 18
Supplemental Information:	
Schedule of Support and Revenue.....	19
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.....	20 - 21
Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance in Required by The Uniform Guidance.....	22 - 24
Schedule of Expenditures of Federal Awards.....	25
Notes to Schedule of Expenditures of Federal Awards.....	26
Schedule of Findings and Questioned Costs.....	27 - 29



William P. Connor, CPA, LLC

CERTIFIED
PUBLIC
ACCOUNTANT

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Nashua Soup Kitchen and Shelter, Inc.

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Nashua Soup Kitchen and Shelter, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 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 referred to above present fairly, in all material respects, the financial position of Nashua Soup Kitchen and Shelter, 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 Nashua Soup Kitchen and Shelter, 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 substantial doubt about Nashua Soup Kitchen and Shelter, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Nashua Soup Kitchen and Shelter, Inc.
Page 2

Auditor's Responsibilities for the Audit of Compliance

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 material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. 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, Government Auditing Standards, 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 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 Nashua Soup Kitchen and Shelter, 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 Nashua Soup Kitchen and shelter, 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 auditing findings and certain internal control related matters that we identified during the audit.

Nashua Soup Kitchen and Shelter, Inc.

Page 3

Report on Summarized Comparative Information

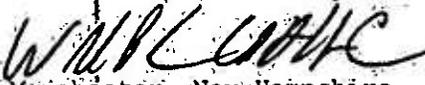
We have previously audited the Nashua Soup Kitchen and Shelter, Inc.'s 2021 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 9, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional support and revenue and the schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principle, and Audit Requirements for Federal Awards, are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedules of functional support and revenue and the schedule of expenditures of federal awards are 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 March 31, 2023, on our consideration of Nashua Soup Kitchen and Shelter, Inc.'s internal control over financial reporting and 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 Nashua Soup and Kitchen 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 considered Nashua Soup Kitchen and Shelter Inc.'s internal control over financial reporting and compliance.


Manchester, New Hampshire
March 31, 2023

NASHUA SOUP KITCHEN AND SHELTER, INC.STATEMENT OF FINANCIAL POSITIONJUNE 30, 2022

(with comparative totals for 2021)

<u>ASSETS</u>	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total 2022</u>	<u>Total 2021</u>
<u>CURRENT ASSETS:</u>				
Cash (Note 1)	\$1,955,346	\$1,879,394	\$ 3,834,740	\$1,885,199
Grants and accounts receivable (Note 1)	-	2,012,923	2,012,923	166,309
Prepaid expenses	40,875	-	40,875	30,245
Total current assets	<u>1,996,221</u>	<u>3,892,317</u>	<u>5,888,538</u>	<u>2,081,753</u>
INVESTMENTS (Note 2)	<u>792,746</u>	<u>-</u>	<u>792,746</u>	<u>906,342</u>
<u>LAND, BUILDING AND EQUIPMENT, at cost (Notes 1 and 3):</u>				
Land and buildings	2,558,512	-	2,558,512	2,557,472
Building improvements	544,629	-	544,629	537,008
Furniture, fixtures and equipment	318,741	-	318,741	266,064
	<u>3,421,882</u>	<u>-</u>	<u>3,421,882</u>	<u>3,360,544</u>
Less - Accumulated depreciation	989,483	-	989,483	903,798
	<u>2,432,399</u>	<u>-</u>	<u>2,432,399</u>	<u>2,456,746</u>
CONSTRUCTION IN PROCESS (Note 10)	<u>-</u>	<u>3,771,415</u>	<u>3,771,415</u>	<u>-</u>
<u>OTHER ASSETS:</u>				
Notes receivable (Note 8)	<u>116,536</u>	<u>-</u>	<u>116,536</u>	<u>110,987</u>
	<u>\$5,337,902</u>	<u>\$7,663,732</u>	<u>\$13,001,634</u>	<u>\$5,555,828</u>
<u>LIABILITIES AND NET ASSETS</u>				
<u>CURRENT LIABILITIES:</u>				
Accounts payable	\$ 38,254	\$ -	\$ 38,254	\$ 26,222
Accrued expenses	209,791	-	209,791	182,341
Current portion of long-term debt (Note 10)	-	524,362	524,362	-
Fiscal agent payable	65,823	-	65,823	46,619
Security deposits	1,250	-	1,250	1,500
Total current liabilities	<u>315,118</u>	<u>524,362</u>	<u>839,480</u>	<u>256,682</u>
LONG-TERM DEBT - (Note 10)	<u>-</u>	<u>3,790,225</u>	<u>3,790,225</u>	<u>-</u>
<u>NET ASSETS (Note 1):</u>				
Without donor restrictions	5,022,784	-	5,022,784	4,766,417
With donor restrictions	-	3,349,145	3,349,145	532,729
Total net assets	<u>5,022,784</u>	<u>3,349,145</u>	<u>8,371,929</u>	<u>5,299,146</u>
	<u>\$5,337,902</u>	<u>\$7,663,732</u>	<u>\$13,001,634</u>	<u>\$5,555,828</u>

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

NASHUA SOUP KITCHEN AND SHELTER, INC.STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2022
(with comparative totals for 2021)

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total 2022</u>	<u>Total 2021</u>
SUPPORT AND REVENUE:				
Support				
Public contributions	\$1,631,277	\$ -	\$1,631,277	\$ 1,700,582
In-kind contributions (Note 4)	613,165	200,000	813,165	1,204,189
SMP Grant	-	-	-	776,418
State of New Hampshire				
Emergency Shelter Program Grant	241,789	-	241,789	393,387
Town grants, New Hampshire	54,500	-	54,500	54,500
Special events	247,607	-	247,607	245,945
Capital campaign & restrictive grants	-	2,859,854	2,859,854	629,757
Other grants	141,261	-	141,261	110,136
Rent- Transitional Housing	31,620	-	31,620	34,450
Net assets released from restrictions	-	-	-	-
Total support	<u>2,961,219</u>	<u>3,059,854</u>	<u>6,021,073</u>	<u>5,149,064</u>
Revenue				
Investment income	26,259	-	26,259	21,848
Investment return	(133,597)	-	(133,597)	168,221
Total revenue	<u>(107,338)</u>	<u>-</u>	<u>(107,338)</u>	<u>190,069</u>
Total support and revenue	<u>\$2,853,881</u>	<u>\$3,059,854</u>	<u>\$5,913,735</u>	<u>\$5,339,133</u>

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

NASHUA SOUP KITCHEN AND SHELTER, INC.STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2022
(with comparative totals for 2021)

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total 2022</u>	<u>Total 2021</u>
EXPENSES:				
Program Services				
Kitchen	\$1,185,838	\$ -	\$1,185,838	\$1,865,061
Housing, shelter & services	<u>811,504</u>	<u>200,000</u>	<u>1,011,504</u>	<u>1,611,877</u>
Total program services	<u>1,997,342</u>	<u>200,000</u>	<u>2,197,342</u>	<u>3,476,938</u>
Support Services				
Management and general	359,663	-	359,663	137,135
Fundraising	<u>240,509</u>	<u>43,438</u>	<u>283,947</u>	<u>139,996</u>
Total support services	<u>600,172</u>	<u>43,438</u>	<u>643,610</u>	<u>277,131</u>
Total program and support expenses	<u>2,597,514</u>	<u>243,438</u>	<u>2,840,952</u>	<u>3,754,069</u>
INCREASE IN NET ASSETS	256,367	2,816,416	3,072,783	1,585,064
NET ASSETS, beginning of year	<u>4,766,417</u>	<u>532,729</u>	<u>5,299,146</u>	<u>3,714,082</u>
NET ASSETS, end of year	<u>\$5,022,784</u>	<u>\$3,349,145</u>	<u>\$8,371,929</u>	<u>\$5,299,146</u>

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

NASHUA SOUP KITCHEN AND SHELTER, INC.

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JUNE 30, 2022

(with comparative totals for 2021).

	Program Services		Management and General	Fundraising	Total	Total
	Soup Kitchen	Client Services			2022	2021
SALARIES AND RELATED EXPENSES:						
Salaries	\$ 214,868	\$ 446,142	\$300,106	\$153,832	\$ 1,114,948	\$1,047,626
Payroll taxes	18,622	36,223	24,738	5,887	85,470	84,442
Employee benefits	57,815	79,005	22,659	9,985	169,464	180,939
	<u>291,305</u>	<u>561,370</u>	<u>347,503</u>	<u>169,704</u>	<u>1,369,882</u>	<u>1,313,007</u>
OTHER EXPENSES:						
In-kind food and services	582,154	230,457	258	296	813,165	1,204,189
Depreciation	62,813	16,903	5,969	-	85,685	81,480
Utilities	28,005	29,460	-	-	57,465	56,004
Food and supplies	134,699	9,991	-	-	144,690	108,760
Client assistance, training & education	40	68,988	-	-	69,028	53,337
Postage	831	1,006	343	399	2,579	3,224
Insurance	16,292	14,744	429	698	32,163	32,481
Office expense	2,026	2,661	525	476	5,688	7,111
Telephone	2,876	3,456	94	6	6,432	6,122
Newsletter	7,667	10,106	1,077	1,685	20,535	20,809
Repairs and maintenance	9,987	2,254	127	214	12,582	16,596
Professional fees	4,386	17,429	917	1,154	23,886	21,672
Miscellaneous	279	109	-	-	388	304
Travel	422	1,560	25	30	2,037	1,193
Extermination	5,926	1,059	-	1,080	8,065	2,442
Advertising and website	1,403	1,288	2,039	945	5,675	2,128
Training	514	491	4	2,452	3,461	2,548
Technology expense	4,566	5,361	351	19,707	29,985	19,931
Maintenance services	29,647	32,811	2	4	62,464	54,367
Fundraising	-	-	-	41,659	41,659	37,385
Spring Street preconstruction expense	-	-	-	-	-	613,651
Capital campaign expenses	-	-	-	43,438	43,438	95,328
	<u>894,533</u>	<u>450,134</u>	<u>12,160</u>	<u>114,243</u>	<u>1,471,070</u>	<u>2,441,062</u>
TOTAL FUNCTIONAL EXPENSES:	<u>\$1,185,838</u>	<u>\$1,011,504</u>	<u>\$359,663</u>	<u>\$283,947</u>	<u>\$2,840,952</u>	<u>\$3,754,069</u>

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

NASHUA SOUP KITCHEN AND SHELTER, INC.STATEMENT OF CASH FLOW

FOR THE YEAR ENDED JUNE 30, 2022
(with comparative totals for 2021)

	<u>Total 2022</u>	<u>Total 2021</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	\$ 3,072,783	\$1,585,064
Adjustment to reconcile change in net assets to net cash provided by operating activities -		
Depreciation	85,685	81,480
Unrealized (appreciation) depreciation of investments	127,536	(173,668)
(Increase) decrease in the following assets:		
Grants and accounts receivable	(1,846,614)	(64,928)
Construction in process (Note 10)	(3,771,415)	-
Prepaid expenses	(10,630)	460
Increase (decrease) in the following liabilities:		
Accounts payable	12,032	(77,518)
Accrued expenses	27,450	69,461
Fiscal sponsor payable	19,204	(5,282)
Security deposits	(250)	-
Net cash provided by operating activities	<u>(2,284,219)</u>	<u>1,415,069</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(61,338)	(244,696)
Net proceeds from sale of investments	-	11,382
Purchase of investments	(13,940)	(21,848)
Increase in note receivable	(5,549)	(5,285)
Net cash provided by (used in) investing activities	<u>(80,827)</u>	<u>(260,447)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds long-term debt	4,314,587	-
NET INCREASE IN CASH	1,949,541	1,154,622
CASH, beginning of year	1,885,199	730,577
CASH, end of year	\$ <u>3,834,740</u>	\$ <u>1,885,199</u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

CASH PAID DURING THE YEAR FOR:

Interest

\$

-

\$

-

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

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2022

1. Nature of operations:

The Organization provides meals, emergency shelter, transitional housing, food baskets and advocacy to poor and homeless men, women and families in the Greater Nashua, New Hampshire area. Additionally, the Organization owns a subsidiary that was setup to acquire rental properties in the Greater Nashua area to provide housing to low and moderate income individuals and families.

The Organization is dependant, to a significant extent, upon contributions from the general public for annual support of its operations and services. Contributions are obtained through year-round special events, direct mail programs, as well as, ongoing initiatives encompassing foundations, corporations, and related development programs.

2. Summary of significant accounting policies:

Basis of accounting and presentation - The financial statements of the Organization have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The accrual method of accounting recognizes revenue when it is earned and expenses when incurred. Certain comparative amounts in the statements of activities and functional expenses have been reclassified to conform with the current years presentation.

Net assets and revenues, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Organization and changes therein are classified as follows:

Net assets without donor restrictions - Net assets without donor restrictions are assets that have been acquired from donors (or certain grantors) without restrictions that may be expended for any purpose in performing the primary objectives of the Organization. The governing Board has designated, from net assets without donor restrictions, net assets for an operating reserve.

Net assets with donor restrictions - Net assets subject to donor or (or certain grantor) imposed restrictions are assets subject to stipulations imposed by the donor. Some donor imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

NASHUA SOUP KITCHEN AND SHELTER, INC.NOTES TO FINANCIAL STATEMENTSJUNE 30, 20222. Summary of significant accounting policies (cont't):

Support and revenue recognition - Unconditional contributions are recognized when pledged and recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Gifts of cash and other assets are reported with donor restricted support, if they are received with donor stipulations that limit the use of the donated assets or designate them for future periods.

Grants and contributions received are considered to be available for use unless specifically restricted by the grantor or donor. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets released from restrictions. Donor restricted contributions whose restrictions are met in the same reporting period are reported as net assets without donor restricted support.

Functional expenses - Direct expenses are charged to their specific program as incurred. Any expenditures not directly chargeable are allocated to a program based on the proportion of time spent on each program by the staff.

Income tax status - The Organization is exempt from income taxes under Internal Revenue Code, Section 501(c)(3). The Organization can be taxed on activities considered by the Internal Revenue Service to be outside of the Organization's exempt purpose.

The Organization's Forms 990, Return of Organization Exempt from Income Tax, for the years ending June 30, 2022, 2021 and 2020 are subject to examination by the IRS, generally for three years after they were filed.

Land, building and equipment - Land, building and equipment purchased are recorded at cost. The Organization follows the policy of charging to expenses annual amounts of depreciation which allocates the cost of buildings and equipment over their estimated useful lives. The Organization employs the straight-line method for determining the annual charge for depreciation. The ranges of the estimated useful lives used are as follows:

	<u>Years</u>
Buildings	27.5 - 40
Building improvements	27.5
Kitchen equipment	10
Furniture, fixtures and equipment	5 - 10

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2022

2. Summary of significant accounting policies (cont'd):

Use of estimates - The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and cash equivalents - All highly liquid investments with a maturity of one year or less are considered to be cash equivalents. At June 30, 2022, the carrying amount of the Organization's cash was \$3,834,740 and the institution balance was \$3,819,226. Of this amount, \$1,490,643 was covered by federal depositor's insurance and \$2,328,583 was uninsured.

Grants and accounts receivable - Grants and accounts receivable consists principally of the grants receivable from governmental agencies and rent receivable from tenants. Grants and accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. Changes in the valuation allowance have not been material to the financial statements. The accounts receivable in the accompanying financial statements have been reduced by an allowance for doubtful accounts of \$ 0.

Advertising costs - The Company expenses all advertising costs as incurred. Advertising and marketing expenses for the year ended June 30, 2022 amounted to \$5,675.

New accounting pronouncement - On August 18, 2016, The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958) - Presentation of Financial Statements for Not-for-Profit Entities*. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. Nashua Soup Kitchen and Shelter, Inc. has implemented ASU 2016-14 and has adjusted the presentation in these financial statements accordingly. This ASU has been applied retrospectively to all periods presented. The implementation had no impact on previously reported net assets.

NASHUA SOUP KITCHEN AND SHELTER, INC.NOTES TO FINANCIAL STATEMENTSJUNE 30, 20223. Investments:

The Organization records its investments in accordance with the fair value guidance established by the Financial Accounting Standards Board ("FASB"). Under these standards, fair value is defined as the price the Organization would receive from the sale of an asset, or pay to transfer a liability, in a timely transaction with an independent buyer in a principal market. The standards established a three-tier hierarchy to distinguish between various types of inputs used in determining the value of the Organization's investments. The inputs are summarized as outlined below:

Level 1 Inputs - Quoted prices (unadjusted) in active markets for the identical assets and liabilities. Level 1 assets include fixed income mutual funds, equity mutual funds and money market funds. Valuations of these instruments do not require a high degree of judgement as the valuations are based on quoted prices in active markets that are readily available.

Level 2 Inputs - Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets and liabilities that are not active; and inputs other than quoted prices that are observable, such as models or other valuation methodologies. Valuations in this category are inherently less reliable than quoted market prices due to the degree of subjectivity involved in determining appropriate methodologies and the applicable underlying assumptions.

Level 3 Inputs - Unobservable inputs for the valuation of the asset or liability. Level 3 assets include investments for which there is little, if any, market activity. These inputs require significant management judgement and estimation. These financial instruments have inputs that cannot be validated by readily determinable market data and generally involve considerable judgement by management.

The Organization does not have Level 2 or 3 assets or liabilities.

The fair value and unrealized depreciation of investments at December 31, 2022 are summarized as follows:

	<u>Book</u> <u>Value</u>	<u>Market</u> <u>Value</u>	<u>Unrealized</u> <u>Appreciation</u> <u>(Depreciation)</u>
Mutual & ETF funds	\$ 763,856	\$750,830	\$ (13,026)
Money markets and cash equivalents	<u>41,916</u>	<u>41,916</u>	<u>-</u>
	<u>\$805,772</u>	<u>\$792,746</u>	<u>\$ (13,026)</u>

NASHUA SOUP KITCHEN AND SHELTER, INC.NOTES TO FINANCIAL STATEMENTSJUNE 30, 20223. Investments cont'd):

The Organization recognized net investment return (loss) on their investment portfolio of \$(133,597) which included recognized realized gains or losses, unrealized appreciation (depreciation) and is net of charged management fees of \$6,061 for the year ended June 30, 2022. The Organization's investments are not insured by the FDIC and are not collateralized and therefore are subject to market risks.

4. In-kind contributions:

Donated materials and equipment are reflected as contributions in the accompanying financial statements at fair market value at the date of the donation. Donated professional services have been reflected in the statements at the fair market value for those services. These transactions have been allocated as follows:

	<u>Kitchen</u>	<u>Client Services</u>	<u>Management and Fundraising</u>	<u>Total</u>
Donated food	\$ 576,735	\$225,039	\$ -	\$ 801,774
Donated equipment and materials				
services	<u>5,419</u>	<u>5,418</u>	<u>554</u>	<u>11,391</u>
	<u>\$ 582,154</u>	<u>\$230,457</u>	<u>\$ 554</u>	<u>\$ 813,165</u>

5. Retirement plan:

The Organization offers a defined contribution retirement plan under the Internal Revenue Code 403(b) voluntary tax deferred annuity program. Full-time employees are eligible for this benefit after one year of continuous employment. The Organization matches each dollar contributed by employees up to a maximum of 6% of regular salary. For employees hired prior to July 1, 2017 once the employee has reached five years of continuous employment, the Organization will match up to 12% of the employee's regular salary at a ratio of 1 to 1, not to exceed limits allowed under tax law. Total Organizational contributions for the year ended June 30, 2022 were \$55,169.

6. Endowment funds:

Interpretation of relevant law - The Board of the Organization follows the Uniform Prudent Management of Institutional Funds Act (the Act) and has interpreted the Act as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund.

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2022

6. Endowment funds (cont'd):

The remaining portion of a donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by the Act.

In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

1. The duration and preservation of the fund
2. The purposes of the Organization and the donor-restricted endowment fund
3. General economic conditions
4. The possible effect of inflation and deflation
5. The expected total return from income and the appreciation of investments
6. Other resources of the Organization
7. The investment policies of the Organization

Return objections and risk parameters - The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets.

Strategies employed for achieving objectives - To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a greater emphasis on investments in equity-based investments to achieve its long-term return objectives within prudent risk constraints.

As of June 30, 2022, the Organization had no endowment funds.

NASHUA SOUP KITCHEN AND SHELTER, INC.NOTES TO FINANCIAL STATEMENTSJUNE 30, 20227. Notes receivable:

Note receivable represents unsecured loans made to the NH Community Loan Fund, a non-profit agency, at an interest rate as indicated below. Interest is paid annually at June 30. The note matures as follows:

<u>Note Value</u>	<u>Interest</u>	<u>Maturity</u>
\$ 43,233	5%	11/30/2023
43,233	5%	11/30/2023
<u>30,070</u>	5%	6/30/2029
<u>\$116,536</u>		

Based on interest rates at June 30, 2022 for similar loans by independent established lending institutions, the fair value of these notes approximate the amount recorded in the financial statements at that date.

8. Liquidity and availability of funds:

Nashua Soup Kitchen and Shelter, Inc. (NSK) financial assets available within one year of the statement of financial position for general expenditures are as follows:

Cash and cash equivalents	\$3,834,740
Grants and accounts receivable	2,012,923
Investments	<u>792,746</u>
	<u>\$6,640,409</u>

As part of NSK's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due. In addition, the Organization invests cash in excess of daily requirements in short-term investments.

9. Commitments and contingencies:

During the prior year, the Organization (NSK) began negotiations with a local church to potentially lease and renovate a building that would allow NSK to combined its shelter programs and to expand potential client services. NSK signed a forty year lease that expires September 1, 2063 contingent on development costs, city approval and financing. The lease calls for annual payments of \$1 and monthly utility costs.

The organization began feasibility and planning studies and began a capital campaign to help finance these expenses during 2021. During the fiscal year ended June 30, 2022, the organization was able to obtain grants, contributions and long term debt, (See Note 10), totaling \$6,637,579 and began renovations. As of June 30, 2022 and there were remaining unspent funds of \$3,349,145 that is shown in donor restricted assets.

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2022

9. Commitments and contingencies:

Additionally, in October 2022, the Organization acquired an additional \$900,000 HUD Grant to help complete the renovations. The Grant does not have repayment terms as long as the housing continues to follow low income housing requirements and agreements.

Covid-19 - In March 2020, the Covid-19 corona virus pandemic emerged in the United States triggering widespread government mandated and voluntary business closures, which in turn have led to substantial interruptions in financial markets, employment and the economy as a whole. Though the potential financial effects cannot be reasonably estimated at this time, these circumstances may have adverse effects on the Organization its operations and future financial statements. As of the date of this report, there has not been a significant negative financial impact to the Organization. However, management continues to monitor these events closely as future operating results could be significantly impacted because of the disease's severity and the duration of the outbreak.

10. Long-term debt:

Long-term debt consisted of the following:

	<u>2022</u>	<u>2021</u>
Construction commercial real estate mortgage allowing draws up to \$1,300,000 for 24 months ending May 18, 2023. Mortgage becomes permanent and must be paid down to \$700,000. The mortgage requires interest at 3.75% for 7 years and then at Boston Regular 5/25 rate plus 2.5%. The mortgage is secured by the lease improvements at 35 Spring Street and all Organization's assets. The mortgage amortizes over 25 years and will require monthly principal and interest payments of \$3,599	\$ 524,362	-
Mortgage Grant from Federal Home Bank for construction and rehabilitation of Spring Street property. Deed restricted funding requires the facility to keep 91 units for low income residents and follow low income guidelines. The loan requires annual repayments based on cash flow and requires the Organization to follow low income guidelines for 15 years	650,000	-

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2022

10. Long-term debt:

Mortgage Grant from NHHFA for construction and rehabilitation of Spring Street property. Deed restricted funding requires the facility to keep 11 units for very low income residents and follow low income guidelines. The loan requires annual repayments based on cash flow and requires the Organization to follow low income guidelines for 40 years	1,965,225	-
Mortgage Grant from NHHFA for construction and rehabilitation of Spring Street property. Deed restricted funding requires the facility to keep 11 units for very low income residents and follow low income guidelines. The loan requires interest only for 24 months, and a pay down of \$550,000 to leave a balance of \$250,000. The remaining balance of \$250,000 then requires annual repayments based on cash flow and requires the Organization to follow low income guidelines for 30 years	500,000	-
Mortgage Grant from Hillsborough CDBG for the rehabilitation of Spring Street property. Deed restricted funding requires the facility to keep 100% of units for low income residents and follow low income guidelines. The loan does not require repayment as long as the low income guidelines are met for 20 years	<u>675,000</u>	<u>-</u>
	4,314,587	-
Less - Current portion	<u>524,362</u>	<u>-</u>
	<u>\$3,790,225</u>	<u>\$ -</u>

The following is a schedule, by years, of the principal payments scheduled for long-term debt for the year ended December 31:

2023 (included in current liabilities)	\$ 524,362
2024	500,000
2025	-
2026	-
2027	-
Thereafter	<u>3,290,225</u>
	<u>\$4,314,587</u>

NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2022

11. Evaluation of subsequent events:

The Organization has evaluated events through March 31, 2023, the date which the financial statements were available to be issued.

NASHUA SOUP KITCHEN AND SHELTER, INC.

SCHEDULE OF FUNCTIONAL SUPPORT AND REVENUE

FOR THE YEAR ENDED JUNE 30, 2022

(with comparative totals for 2021)

	<u>Program Services</u>					
	<u>Soup Kitchen</u>	<u>Client Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>Total 2022</u>	<u>Total 2021</u>
SUPPORT AND REVENUE:						
Support						
Public contributions	\$ 675,003	\$735,341	\$220,933	\$ -	\$1,631,277	\$1,700,582
In-kind contributions	582,154	230,457	554	-	813,165	1,204,189
SMP grant	-	-	-	-	-	776,418
State of New Hampshire						
Emergency Shelter Program Grant	-	241,789	-	-	241,789	393,387
Town Grants	5,000	49,500	-	-	54,500	54,500
Special events	-	-	-	247,607	247,607	245,945
Capital campaign	-	2,859,854	-	-	2,859,854	629,757
Other grants	24,250	114,011	3,000	-	141,261	110,136
Rent	-	31,620	-	-	31,620	34,150
Total support	<u>1,286,407</u>	<u>4,262,572</u>	<u>224,487</u>	<u>247,607</u>	<u>6,021,073</u>	<u>5,149,064</u>
Revenue						
Interest and dividend income	10,147	13,925	2,187	-	26,259	21,848
Unrealized appreciation (depreciation)						
on investments	(51,620)	(70,848)	(11,129)	-	(133,597)	168,221
Total revenue	<u>(41,473)</u>	<u>(56,923)</u>	<u>(8,942)</u>	<u>-</u>	<u>(107,338)</u>	<u>190,069</u>
Total support and revenue	<u>\$1,244,934</u>	<u>\$4,205,649</u>	<u>\$215,545</u>	<u>\$247,607</u>	<u>\$5,913,735</u>	<u>\$5,339,133</u>



William P. Connor, CPA, LLC

CERTIFIED
PUBLIC
ACCOUNTANT

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

To the Board of Directors of
Nashua Soup Kitchen and Shelter, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of Nashua Soup Kitchen and Shelter, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued are report thereon dated March 31, 2023.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Nashua Soup Kitchen and Shelter, Inc's internal control over financial reporting (internal control) as a basis for designing our auditing 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 Nashua Soup Kitchen and Shelter, Inc's internal control. Accordingly, we do not express an opinion on the effectiveness of Nashua Soup Kitchen and Shelter 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 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 the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as items that we consider to be significant deficiencies (See Findings).



William P. Connor, CPA, LLC

CERTIFIED
PUBLIC
ACCOUNTANT

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 of
Nashua Soup Kitchen and Shelter, Inc.

Report on Compliance for Each Major Program

Opinion on Each Major Federal Program

We have audited Nashua Soup Kitchen and Shelter, 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 Nashua Soup Kitchen and Shelter, Inc.'s major federal programs for the year ended June 30, 2022. Nashua Soup Kitchen and Shelter, 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, Nashua Soup Kitchen and Shelter, 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 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 Administration 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 Nashua Soup and Shelter, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relevant 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 legal determination of Nashua Soup Kitchen and Shelter, Inc.'s 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, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Nashua Soup Kitchen and Shelter, Inc.'s federal programs.

Nashua Soup Kitchen and Shelter, Inc.
Compliance Required by Uniform Guidance
Page 2

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred above occurred, whether due to fraud or error, and express an opinion on Nashua Soup and Kitchen, Inc's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgement made by a reasonable user of the report on compliance about Nashua Soup Kitchen and Shelter 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 Nashua Soup Kitchen and Shelter, Inc. compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances
- Obtain an understanding of Nashua Soup Kitchen and Shelter, 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 Nashua Soup Kitchen and Shelter, 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.

Nashua Soup Kitchen and Shelter, Inc.
Compliance Required by Uniform Guidance
Page 3

Report on Internal Control over Compliance

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

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit 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.



Manchester, New Hampshire
March 31, 2023

NASHUA SOUP KITCHEN AND SHELTER, INC.

SCHEDULE OF FEDERAL EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED JUNE 30, 2022

	<u>FALN</u>	<u>Total Federal Expenditures</u>
<u>U.S. Department of Housing and Urban Development</u>		
Passed through		
CFDA - CDBG passthrough	14.128	\$ 450,000
NHHFA - HTF Program	14.275	1,725,467
NHHFA - AHP Program	14.275	250,000
Federal Home Bank Boston - AHP program	14.275	650,000
		<u>3,075,467</u>
 <u>U.S. Department of Commerce</u>		
U.S. Economic Development Administration		
Passed through the State of New Hampshire		
American Rescue Plan - GOFERR		<u>500,000</u>
		<u>\$3,575,467</u>

NOTES TO SCHEDULE OF FEDERAL EXPENDITURES
OF FEDERAL AWARDS

JUNE 30, 2022

1. Basis of Presentation:

The accompanying schedule of federal expenditures of federal awards presents the activity of all federal award programs of Nashua Soup and Kitchen and Shelter, Inc. All federal awards received from federal agencies as well as federal awards passed through other governmental agencies are included in this schedule. The information in this schedule is presented in accordance with requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the schedule presents only a selected portion of the operations of Nashua Soup Kitchen and Shelter, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Nashua Soup Kitchen and Shelter, Inc.

2. Summary of Significant Accounting Policies:

The accompanying schedule of federal expenditures of federal awards is prepared on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

3. Indirect Cost Rate:

Nashua Soup Kitchen and Shelter, Inc. has elected not to use the 10% de minimis direct cost rate as allowed under the Uniform Guidance.

NASHUA SOUP KITCHEN AND SHELTER, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED JUNE 30, 2022

1. Summary of Auditors' Results:

Financial Statements

Type of auditors' report issued Unmodified

Internal control over financial reporting:

• Material weakness(es) identified No

• Significant deficiency(ies) identified that are not considered to be material weakness(es)? Yes

Noncompliance material to financial statements noted? No

Federal Awards

Internal control over major programs:

• Material weakness(es) identified No

• Significant deficiency(ies) identified that are not considered to be material weakness(es)? No

Type of auditors' report issued on compliance for major programs Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a) No

• Major programs:

U.S. Department of Housing and Urban Dev	<u>CFDA Number</u>
CFDA	14.128
NHHFA	14.275

• Dollar threshold used to distinguish between Type A and Type B programs \$750,000

Auditee qualifies as a low risk auditee? No

NASHUA SOUP KITCHEN AND SHELTER, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED JUNE 30, 2022

2. Financial Statement Findings

Significant Deficiencies

2022-1 Miss-classification of grant income and debt in financial reporting

Criteria: The classification of grants as revenue and support or debt is often difficult. Proper classification is crucial as debt misrepresented as income can substantially distort both the statements of activities and the statement of financial position. Additionally, it can significantly impact management and statement users by not showing the underlying commitments. Underling grant contracts should be reviewed in detail and information then conveyed to the finance department to assure the grant is reported correctly.

Condition: This was a new and large renovation for the Organization utilizing state and federal funding that had not been utilized in the past. This large complicated rehabilitation created additional complex burdens on the finance area's that require additional training to assure proper accounting.

Effect: The large adjustments materially changed the financial position and statement of activities for the year ended June 30, 2022 that had been prepared internally and utilized by management.

Cause: Completely new funding sources utilizing complex grants never encountered in prior years with complex grant requirements.

Recommendation: All new complex grant agreements should be reviewed by management and consultations made if questions arise on classification and recording of the transaction(s). Personnel experienced with low income and government rental regulations should be utilized to assure future compliance.

Response: The Organization was aware of the miss-classification issue but believed for management purposes it was better to reflect the amounts on a cash basis initially. Additionally, this is the first time in 30 years that the Organization is involved with a major renovation project with complex funding. We have corrected the miss-statement and will be recording these grants properly in the future.

NASHUA SOUP KITCHEN AND SHELTER, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED JUNE 30, 2022

2.

Financial Statement Findings

Significant Deficiencies

2022-2 The Organization is required to accurately present financial statements in accordance with generally accepted accounting principles

Criteria: As part of the audit, the Organization is required to prepare and accurately present financial statements. There were several material adjustments and reclassifications that were needed to properly prepare the Organization's financial statements.

Condition: Accrued wages were not accrued and required adjustment. Grants as noted above were reclassified. Additionally, it was noted that revenue and expense allocations changed from last year. These changes were earmarked but not supported by time studies or time sheet reports. Additionally, In-kind revenue and expenses dropped significantly.

Cause: Accrued wages adjustment was just an oversight. Time allocations and classifications have not been reviewed in some time as operations and funding sources have not changed in prior years until this year

Effect: Internal financial statements are not properly reported to management and classification changes can provide comparability issues. Not capturing In-kind revenue and expenses will provide an inaccurate view of the Organization's statements of activities. Additionally, in the future, if labor or expenses are allocated to federal programs, time sheet and allocations will have to be verifiable to be allowable.

Recommendation: We recommend that Management review month end close to assure that these items are recorded. Additionally, time studies and time sheets should be utilized to document allocations both to revenue and expenses.

Response: The Organization was in the process of a major renovation and a simultaneous turnover of finance personnel that caused these necessary reclassifications. Training and proper personnel are now in place to correct this in the future.

3.

Findings and Questioned Costs Relating to Federal Awards

None reported.



**Nashua Soup Kitchen
& Shelter, Inc.**

Board of Directors

Krishna Mangipudi, President

Joeph Bates, Vice President

Jerry Ryan, Treasurer

Amy Kellner, Assistant Treasurer

Madeleine LaRose, Clerk

Rick Ruo, At large

Keith Bagley, At large

Linda Bennett, At large

Thomas Bolton, At large

Shoshanna Kelly, At large

Camille Pattison, At large

Amanda Steenhuis, At large

Jennifer Bois, At large

Jane L. Goodman

CORE COMPETENCIES

LEADERSHIP AND OPERATIONS

- Spearheaded the development and implementation of Greater Nashua Community Health Improvement Plan (CHIP).
- Managed and executed large-scale COVID-19 testing and vaccination clinics.
- Directed NH COPD Plan Diagnosis and Management workgroup, guiding work and developing strategies for implementation of projects.
- Managed Oral Health 2014 DentaQuest grant focused on leadership and network development to increase access to oral health care.
- Chair for Nashua Soup Kitchen and Shelter dinner action fundraiser. Coordinate volunteers, logistics, solicited sponsorships and donations, raising over \$500,000 in four-year period.

MARKETING, COMMUNICATIONS AND EVALUATION

- *Marketing:* Collaborated with communications specialist on COVID-19 collateral, newsletters, billboards, and bus ads. Developed newsletters on statewide colloquium to disseminate to oral health stakeholders. Created professional marketing materials for NH Healthy Kids including flyers, tri-fold brochures, and annual reports.
- *Qualitative research:* Developed food insecurity survey in partnership with Nashua Soup Kitchen and Shelter. Project lead on Kresge Foundation grant exploring health equity and trust in health care, includes listening sessions and in-depth interviews. Regularly conducted surveys for colloquium and forum feedback. Designed initial oral health inventory survey.

EMPLOYMENT

PUBLIC HEALTH NETWORK STRATEGIST | NASHUA DIVISION OF PUBLIC HEALTH | DECEMBER 2020 - present

- Authored, facilitated, and implemented division-wide Strategic Plan 2021 - 2025.
- Lead Community Health Improvement Plan (CHIP) process within division and with community partners.
- Facilitate the chronic disease workgroup to implement programs to make progress toward CHIP goals.
- Supervise and mentor CDC appointed Public Health Associate.
- Ensure adequate online presentation of community goals and objectives.
- Coordinate trainings, clinics, and other community events as back-up public health emergency preparedness staff.
- Active member of the re-accreditation team assuring compliance in assigned areas for the PHAB.
- Provide technical assistance to Division staff and community partners in areas of public health that focus on primary strategic prevention activities.
- Host bi-weekly television show, *Public Health Matters* with community guests discussing relevant public health initiatives.
- Diversity and cultural competence trainer for Division of Public Health.

COVID-19 EMERGENCY RESPONSE | NASHUA DIVISION OF PUBLIC HEALTH | JUNE - DECEMBER 2020

- Managed administrative aspects of COVID-19 testing and large-scale vaccination clinics.
- Created two annual COVID-19 reports to review and assess DPH's response to the pandemic.

- Developed marketing and communications collateral to inform the public about emerging COVID-19 protocols, science, and mitigation efforts in the Greater Nashua Public Health Region.
- Completed weekly disease investigations COVID-19 cases.

ADJUNCT INSTRUCTOR | RIVIER UNIVERSITY | SEPTEMBER 2019 – MAY 2020

- Taught PH 101: Introduction of Public Health and PH 402: Program Planning and Evaluation.
- Developed curriculum, lesson plans, and interactive activities for nursing and public health students.

COPD PROGRAM MANAGER | BREATHE NEW HAMPSHIRE | APRIL 2016 – JUNE 2019

- Organized workshops, events, and promotional materials for NH COPD Plan. Directed three volunteer work groups that increased awareness of COPD. Sought resources to support the plan implementation.
- Produced two annual continuing medical education courses for a wide range of primary care practitioners, managed accreditation process, communicated with physician leaders, advisory panel, and sponsors.
- Created COPD and Tobacco Use Disorder (TUD) toolkit for dissemination to providers and practices throughout New Hampshire to promote best practices around COPD and TUD management. Delivered training to nurse care coordinators, health centers and other agencies. Certified as Tobacco Treatment Specialist (TTS).
- Oversaw *Team Orange* exercise program at 11 sites with over 275 participants. Designed program materials, created incentives for participants, performed site visits, and communicated with site staff regularly on program progress.
- Led the update of the NH COPD Plan 2.0, incorporating new data, updated graphics, logic model, and strategic plan.

PROGRAM COORDINATOR | NH ORAL HEALTH COALITION | AUGUST 2013 – MAY 2015

- Coordinated statewide colloquium with oral health stakeholders to identify strengths and barriers in oral health care delivery system.
- Developed statewide implementation and evaluation plan and managed work teams to facilitate progress in increasing access to oral health care.
- Created communications materials to garner interest in coalition work.
- Authored monthly governance reports for Steering Committee and Grantor.
- Managed baseline survey of community dental programs including vendor selection, survey design, and engagement of an advisory committee.
- Monitored state and local policy through participation in various state commissions (Medicaid Managed Care, Pathways to Oral Health) and served on the planning team for the NH Oral Health Plan.

DIRECTOR OF OUTREACH & MARKETING | NEW HAMPSHIRE HEALTHY KIDS | JUNE 1998 – JUNE 2000

- Hired, trained, and supervised three regional coordinators to promote Healthy Kids programs to school officials, childcare providers, health professionals, and social service staff.
- Developed marketing materials for families and community partners including the Children's Health Insurance Guide, Community Partner Guide, website content, posters, tri-fold brochures, and annual reports.
- Increased enrollment by 40% through production of quarterly community newsletters, press releases, and statewide media and outreach campaigns. Spearheaded quality of care initiatives through survey design, administration, and analysis.

EDUCATION

MSPH | 1995 | HARVARD SCHOOL OF PUBLIC HEALTH

BBA | 1988 | UNIVERSITY OF MICHIGAN, SCHOOL OF BUSINESS ADMINISTRATION

HONORS

- Public Health Employee of the Year 2022, Nashua Lions Club
- *Project Lead*, National Leadership Academy for the Public's Health, Gate City Regional Transportation Team

COMPUTER SKILLS

Microsoft Suite, LIVE Stories, mySidewalk, Insight Formation Software, Constant Contact, Canva and Social Media knowledge

LANGUAGES

French, Swahili, Kirundi

COMMUNITY INVOLVEMENT

- Nashua Soup Kitchen & Shelter, Chair 2020 - 2022, Co-chair auction committee 2018 - 2019
- Nashua Soup Kitchen & Shelter Board Member 2019 – present
- Hollis Brookline, Dollars for Scholars, President, Board of Directors 2015 – present
- Chair, *Temple Beth Abraham Religious School*, 2009-2016
- Temple Beth Abraham, Board of Directors, and Strategic Planning Committee 2010 - 2013
- Nashua Area CROP Walk, Youth Coordinator 2009 - 2011
- *Hollis PTA*, Box Tops Chairperson, 2003-2007
- *Hollis Preschool Board*, Secretary, 2000-2003
- *Neighborhood Health Center of Nashua*, Board of Directors, 1996-1998
- *United Way*, Funds Distribution Committee, 1996
- *Peace Corps Volunteer*, Burundi, E. Africa, 1990-1992

PUBLICATIONS

Technology for Sex Determination and the Gender Gap in India. 1993. Harvard School of Public Health. Jane Levy and Michael Reich. Teaching Case. Retrieve from:

https://cdn1.sph.harvard.edu/wp-content/uploads/sites/480/2012/09/india_case_study_on_sex_determination.pdf

Cont'd Olga Cruz Resume

1983 - 1991 Lowell Community Health Center Lowell, MA

Administrative Assistant

Incoming and outgoing calls, third party billing, general office procedures, translated, pediatric/adult appointments, registered new patients, completed new records, data entry, mental health appointments, reports, scheduled meetings, etc.

EDUCATION

**University of Phoenix
*BS/BM 2010***

**1994-1996 Newbury College - Brookline, MA
*Associates of Science in Paralegal***

- Attended 3 semesters of course studies.

**1993 G.L.R.V.T.H.S. - Lowell, MA
*Legal Secretary Certificate***

Intensive 900 hours certificate in a 6 month period. MS Word, Powerpoint, Excel, Desktop Publishing, WordPerfect, Transcribing, Legal Terminology, Technical Business Writing, and Business Math.

Certificate in Collections
Legal Secretary Certificate
Type 95 WPM
Organizational Skills
Communication Skills
Leadership Skills
Certificate in Batterer's Prevention Program

LANGUAGE

Fluent in Spanish

AIXA H. LOVEZZOLA



OBJECTIVE

Business professional with extensive experience in multiple facets of the operations and management of non-profit organizations. Experience in marketing, business development, finance, and human resources. Demonstrates the ability to manage and work across functional teams and departments. Fast learner bringing strong work ethics, excellent customer service, and the ability to work in a fast-paced environment.



EDUCATION

BA | Catholic University, Ponce, PR

MBA | New Hampshire College, Salem NH (One year)



EXPERIENCE

Director of Finance | Shrewsbury Montessori School
2014 – 2021

General Administration

- Support management procedures and decisions in a manner that promotes the School's mission and philosophies.
- Maintain and foster professional ethics and confidentiality in all matters.
- Maintain personnel and business records required by state and federal law, operational procedures and policies, and best practices.
- Develop, revise, and edit business-related procedures/forms, operational materials, and manuals as necessary.
- Assist with policy development and review as required.
- Collaborate in developing and implementing long-range plans and school goals.
- Support school's efforts to comply with various regulatory standards.
- Maintain effective lines of communication between administration and the faculty team ensuring appropriate responsiveness to staff, student, and parent needs.
- Attend and participate in Finance Committee meetings.
- Assist in program analysis participating in problem-solving for improvement in operational areas.
- Foster and utilize team concepts in carrying out day-to-day and long-term problem-solving.
- Provide support for Extended Day staff.
- Perform other tasks as delegated by the Head of School.

Financial

- Prepare periodic financial budget statements and assists in managing finances in accordance with Generally Accepted Accounting Procedures.
- Prepare budget templates and related worksheets for planning and development of SMS Fiscal budget.
- Prepare information for tuition billing statements and reviews for accuracy. Compute pro-rated fees and individual program daily rates. Monitor tuition and extended day accounts and work with delinquent families to ensure payment of balances due.
- Provide support required for fundraising and development activities and projects.
- Manage the day-to-day activities' accuracy and productivity, including accounts payable, cash disbursements, invoicing/billing, family credits and collections, payroll, inventory, fixed asset records, and general and entity accounting.
- Maintain an integrated accounting system, including the chart of accounts.
- Safeguard assets and assure accurate and timely recording of all transactions by implementing disciplines of internal audits, controls, and checks across all departments.
- Manage commercial banking relationships to facilitate an appropriate credit resource.
- Maintain adequate property, liability, Directors and Officers, and Workers Compensation insurance and periodically re-evaluates policies.
- Assure financial plans are consistent with organizational goals.
- Interface with outside audit firms, banks, insurance agents, software suppliers, and credit card companies.
- Provide a proactive and leadership implementation role on behalf of Finance and Human Resources.

Human Resources

- Oversee personnel and volunteer records that comply with operational policies and procedures.
- Manage the background checks for both State/Federal and EEC.
- Supervise the preparation of academic year staff contracts, stipends, and benefits statements.
- Maintain job descriptions and contract services agreements.
- Oversee employee benefit plans, including disability, retirement, flexible spending, and health insurance.
- Supervise the processing of employee payroll and time/leave records during the academic year and summertime payroll.
- Oversee all new employee requirements and records.
- Encourage and assists in orienting all new staff regarding policies, procedures, and job responsibilities.
- Work closely with the Head of School to develop and evaluate various compensation and benefit plans for staff and benefit offerings.

Technology

- Work closely with IT Specialist.
- Review inventory of hardware and software and maintain as necessary.
- Meet with outside IT Specialists to review and evaluate technical procedures and technological needs, including disaster recovery procedures.

Other

- Work closely with Facilities Manager and oversee outside cleaning company.
- Assist in maintaining clear and consistent guidelines and procedures relating to health and safety and monitoring for regulatory compliance.
- Help staff to identify and use resources effectively.
- Substitute or briefly relieve staff members when necessary and as available.
- Assist in the development of capital and maintenance plans.

Finance/Human Resources | Fruitlands Museum, Inc.

2009 – 2014

- Responsible for the development and management of the fiscal budget process.
- Oversaw and performed all accounting functions, including general ledger management, month-end reconciliations, and financial reporting.
- Implemented and managed reporting process for annual financial audit.
- Maintained business compliances with both local and state agencies.
- Managed Museum store staff and operations. Successfully reduced inventory and increased profits by 20% during the first year of management and exceeding budget every year after.
- Negotiated employee benefit cost reduction with vendors and insurance providers.
- Communicated plan benefits and solved compensation issues with employees as needed.
- Managed the Museum hiring process.
- Worked as a liaison between outside event contractors and the organization.

Business/Human Resources Manager | The Children's Center at Groton

2004 – 2008

- Developed school budget and maintained profitability for four consecutive years. Established an endowment and financial investments.
- Developed and managed the billing and payroll process.
- Managed the annual financial audit.
- Implemented financial reporting for the Board of Directors.
- Managed supply and equipment acquisitions that supported educational programs.
- Negotiated employee benefits package with outside vendors.
- Acted as liaison between Groton School CFO and the Center.
- Implemented and managed the hiring process.
- CORI reviewer for the Department of Education.
- Managed and developed the implementation and revision of the employee handbook, including policies and procedures.
- Created marketing materials that raised the school's profile and enrollment.
- Contracted all outside vendors that supported programs.



SKILLS & EXPERTISE

- Benefits Management
- Budgeting
- Business Development
- Excellent Interpersonal Skills
- Expense Control
- Facilities Management
- Financial Reporting
- Human Resources
- Marketing
- Bilingual (Spanish)
- Multi-Million Dollar P&L Management
- Payroll
- Policies & Procedures
- Problem-solving
- Project Management
- Recruiting & Training
- Strategic Planning

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Nashua Soup Kitchen and Shelter, Inc

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Jane Goodman	Exectuive Director	\$1,875.00	\$101,000.00
Olga Cruz	Shelter Director	\$6,277.26	\$75,327.00
Aixa Lovezzola	Director of Finance and HR	\$6,631.25	\$79,575.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

ARC



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

47

Lori A. Weaver
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

August 21, 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 contracts with the Contractors listed below in an amount not to exceed \$920,000 for the provision of services to assist with the operation of cold weather solutions for individuals and families experiencing homelessness, with the option to renew for up to three (3) additional years, effective October 1, 2023, upon Governor and Council approval, through June 30, 2024. 100% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
County of Merrimack	177435-B001	Merrimack County	\$115,000
County of Strafford	177478-B001	Strafford County	\$55,000
Nashua Soup Kitchen and Shelter, Inc.	174173-P001	Hillsborough County	\$275,000
Southwestern Community Services, Inc.	177511-B001	Cheshire and Sullivan Counties	\$140,000
The Lakes Region Mental Health Center, Inc.	154480-B001	Belknap County	\$80,000
Tri-County Community Action Program, Inc.	177195-B001	Coos and Grafton Counties	\$140,000
Way Station	339623-R001	Carroll County	\$115,000
		Total:	\$920,000

Funds are available in the following accounts for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for the Contractors to assist with the operation of cold weather solutions for individuals and families experiencing homelessness and to assist with the mitigation of negative outcomes of homelessness this upcoming winter. Pursuant to House Bill (HB) 2, Section 564 (2023), funds were made available to each county in the state. Award amounts were determined by the language in HB 2: "The department shall distribute \$1,000,000 to one provider in each county based on 50 percent to be distributed evenly across each county and 50 percent based on the most recent preliminary point-in-time count of those experiencing homelessness in the county." The Department is presenting a complementary sole source agreement with a provider in Rockingham County to ensure statewide access.

Approximately 333 individuals who are experiencing homelessness, who are in need of appropriate shelter during the winter and cold weather months will be served during State Fiscal Year 2024.

The Contractors will provide access to emergency shelter and related services specifically to provide safety in cold weather to individuals and families who are unable to access year-round emergency shelter services. The Contractors will engage with all municipalities and related service providers for their county. They will offer a variety of low-barrier solutions reflective of the needs of the county, such as shelters, hotel stays, warming centers, coordination of referrals to related services and transportation to shelter solutions.

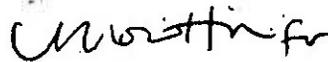
The Department will monitor services by engaging in monthly meetings with the Contractors and reviewing the monthly reports provided by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from June 29, 2023 through July 24, 2023. The Department received 11 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the attached agreements, the parties have the option to extend the agreements for up to three (3) 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 a gap in emergency cold weather services throughout the upcoming winter months, leaving individuals experiencing unsheltered homelessness without the fatality preventions provided by this critical safety net service.

Respectfully submitted,



Lori A. Weaver
Commissioner

05-95-42-423010-63850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIVISION, HOMELESS AND HOUSING, HOMELESS & HOUSING SHELTER FD
100% General Funds

Vendor # 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$115,000	\$115,000
		Sub Total		\$0	\$115,000	\$115,000

Vendor # 177478 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$55,000	\$55,000
		Sub Total		\$0	\$55,000	\$55,000

Vendor # 154480 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$80,000	\$80,000
		Sub Total		\$0	\$80,000	\$80,000

Vendor # 174173 - P001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$275,000	\$275,000
		Sub Total		\$0	\$275,000	\$275,000

Vendor # 177511 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$140,000	\$140,000
		Sub Total		\$0	\$140,000	\$140,000

Vendor # 177195 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$140,000	\$140,000
		Sub Total		\$0	\$140,000	\$140,000

Vendor # 339623 - R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$115,000	\$115,000
		Sub Total		\$0	\$115,000	\$115,000

Total	\$0	\$920,000	\$920,000
-------	-----	-----------	-----------

**New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet**

Project ID # RFA-2024-DBH-03-COLDW

Project Title Cold Weather Shelter Program

	Maximum Points Available	Community Action Partnership of Strafford County (Strafford)	County of Merrimack (Merrimack)	Lakes Region Mental Health Center, Inc (Belknap)	Nashua Soup Kitchen and Shelter (Hillsborough)	Southwestern Community Services, Inc (Cheshire)	Southwestern Community Services, Inc (Sullivan)	Strafford County (Strafford)
Technical								
Capacity (Q1)	20	18	15	15	20	17	17	20
Collaboration (Q2)	40	40	30	33	35	30	30	40
Experience (Q3)	20	20	15	14	15	16	15	20
Knowledge (Q4)	20	18	14	20	17	18	16	20
TOTAL POINTS	100	96	74	82	87	81	78	100

TOTAL PROPOSED VENDOR COST

Not Applicable - No Cost Proposal for RFA

<u>Reviewer Name</u>	<u>Title</u>
1 <u>Travis Newton</u>	<u>Homeless Outreach Service Coordinator</u>
2 <u>Robert Waters</u>	<u>Shelter Administrator</u>
3 <u>Carole Totzkay, MS, CHES</u>	<u>Public Health Preparedness Planner</u>
4 <u>Jessica Dow</u>	<u>Business Administrator II</u>

**New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet**

Project ID # RFA-2024-DBH-03-COLDW

Project Title Cold Weather Shelter Program

	Maximum Points Available	Tri County CAP (Carroll)	Tri County CAP (Coos)	Tri County CAP (Grafton)	Way Station (Carroll)
Technical					
Capacity (Q1)	20	15	18	18	18
Collaboration (Q2)	40	28	35	35	40
Experience (Q3)	20	18	18	19	19
Knowledge (Q4)	20	18	19	19	20
TOTAL POINTS	100	79	90	91	97

TOTAL PROPOSED VENDOR COST *Not Applicable - No Cost Proposal for RFA*

<u>Reviewer Name</u>	<u>Title</u>
1 <u>Travis Newton</u>	<u>Homeless Outreach Service Coordinator</u>
2 <u>Robert Waters</u>	<u>Shelter Administrator</u>
3 <u>Carole Totzkay, MS, CHES</u>	<u>Public Health Preparedness Planner</u>
4 <u>Jessica Dow</u>	<u>Business Administrator II</u>

Subject: Cold Weather Shelter Program (RFA-2024-DBH-03-COLDW-03)

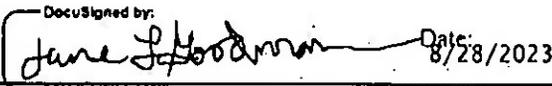
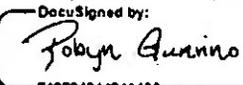
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 Nashua Soup Kitchen and Shelter, Inc.		1.4 Contractor Address 2 Quincy Street, Nashua, NH 03060	
1.5 Contractor Phone Number 603-889-7770	1.6 Account Number 05-95-42-423010- 63850000-102-500731	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$275,000
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:  Date: 8/28/2023		1.12 Name and Title of Contractor Signatory Jane Goodman Acting Director	
1.13 State Agency Signature DocuSigned by:  Date: 8/28/2023		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:  On: 8/29/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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.

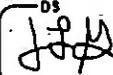
6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

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.



8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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



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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

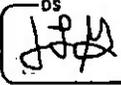
20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

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

Contractor Initials 
Date 8/28/2023

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

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:

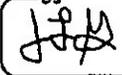
3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2023 ("Effective 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 three (3) 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.


8/28/2023

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide cold weather shelter services to individuals and families who:

Are in need of appropriate shelter in NH during winter and the cold weather months; and

1.1.1. Meet the criteria of 'Literally Homeless' as follows:

1.1.1.1. Has a primary nighttime residence that is a public or private place not meant for human habitation;

1.1.1.2. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

1.1.1.3. Is exiting an institution where they resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

1.2. The Contractor must ensure services are available in Hillsborough County.

1.3. The Contractor must provide access to emergency shelter and related services specifically to provide safety in cold weather, to those experiencing homelessness as described in Section 1.1., and who are unable to access year-round emergency shelter services. The Contractor must:

1.3.1. Ensure that community plans that include a cold weather shelter must have shelter designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep during the winter and cold weather months.

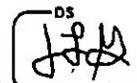
1.3.2. Ensure basic needs of each individual are met, including at a minimum, a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in RSA 126-A:26.

1.3.3. Provide a low-barrier shelter, with no pre-conditions for entry during cold weather. Terminations from shelter must only be due to safety concerns.

1.3.4. Ensure services are provided in a facility in accordance with Section 3.4. Operation of Facilities, that includes at a minimum:

1.3.4.1. Building maintenance and repair;

1.3.4.2. Security systems;



New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT B

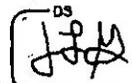
- 1.3.4.3. Heating equipment;
 - 1.3.4.4. Property and business insurance;
 - 1.3.4.5. Utilities and furnishings; and
 - 1.3.4.6. Bathrooms.
- 1.4. The Contractor must evaluate and assess appropriate housing needs throughout the county as identified in Section 1.2. If a centralized building is not accessible for the entire county or logical given the geographic location, the Contractor must provide alternatives to a centralized shelter.
 - 1.5. The Contractor must refer clients to the appropriate Regional Access Point for supportive services.
 - 1.6. The Contractor must engage with all municipalities, related providers, and other stakeholders in the county as identified in Section 1.2. The Contractor must:
 - 1.6.1. Be flexible and reflective of the needs of the particular county, and include a mix of responses, including, but not limited to:
 - 1.6.1.1. Partial funding of a cold weather shelter.
 - 1.6.1.2. Hotel stays.
 - 1.6.1.3. Other alternatives to provide shelter.
 - 1.6.1.4. Coordination of referrals to related services.
 - 1.6.1.5. Transportation to shelter solution.
 - 1.6.2. Coordinate with the municipal welfare director(s) within the county served to leverage funds in order to serve all people experiencing homelessness who present for services.
 - 1.6.3. Build off of existing resources for such services and not replace what a community is responsible to provide under RSA 165.
 - 1.7. The Contractor must enter client data into the Homeless Management Information System, as described in the NH HMIS Policy and Procedure Manual.
 - 1.8. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
 - 1.9. The Contractor must participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
 - 1.10. The Contractor must facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to financial files.
 - 1.11. Reporting

OS
JJK

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

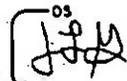
- 1.11.1. The Contractor must submit monthly reports via the Department's designated Homeless Management Information System (HMIS) reporting system, which include, but are not limited to:
 - 1.11.1.1. Number of people served each month.
 - 1.11.1.2. Cumulative number of people served.
 - 1.11.1.3. Number of referrals to Regional Access Point.
- 1.11.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.12. Background Checks
 - 1.12.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
 - 1.12.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
 - 1.12.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;
 - 1.12.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;
- 1.13. Privacy Impact Assessment
 - 1.13.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 1.13.1.1. How PII is gathered and stored;
 - 1.13.1.2. Who will have access to PII;



New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT B

- 1.13.1.3. How PII will be used in the system;
- 1.13.1.4. How individual consent will be achieved and revoked; and
- 1.13.1.5. Privacy practices.
- 1.13.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.
- 1.14. Department Owned Devices, Systems and Network Usage
 - 1.14.1.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:
 - 1.14.1.2. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
 - 1.14.1.3. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
 - 1.14.1.4. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 1.14.1.5. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
 - 1.14.1.6. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 1.14.1.7. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;



New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT B

- 1.14.1.8. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.14.1.9. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.14.1.10. Agree when utilizing the Department's email system:
 - 1.14.1.10.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 1.14.1.10.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.14.1.10.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 1.14.1.11. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
- 1.14.1.12. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
- 1.14.1.13. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.
- 1.14.1.14. Contractor agrees, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.15. Contract End-of-Life Transition Services

1.15.1. General Requirements

1.15.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.15.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.15.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

1.15.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

1.15.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

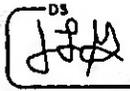
1.15.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit D: DHHS Information Security Requirements.

1.15.2. Completion of Transition Services

1.15.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.15.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit D: DHHS Information Security Requirements.

1.15.3. Disagreement over Transition Services Results



**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

1.15.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

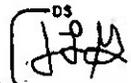
3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

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

3.2.1. 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.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."



**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

- 3.4.1. 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.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. 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.
 - 4.1.2. 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

OS
JJA

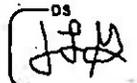
**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

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.

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

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.



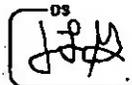
New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. 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.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to housingsupportsinvoices@dhhs.nh.gov or mailed to:

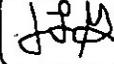
Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. 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.



**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT C

7. 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.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. 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.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$2,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall 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.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

03


8/28/2023

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <i>Nashua Soup Kitchen and Shelter, Inc.</i> Budget Request for: <i>Cold Weather Shelter Program</i> Budget Period: <i>SFY 2024 (10/1/23-6/30/24)</i> Indirect Cost Rate (if applicable) <i>0.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$174,440
2. Fringe Benefits	\$15,600
3. Consultants	\$4,800
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$10,000
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$2,000
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$500
8. (c) Other - Other (specify below)	
<i>Other -sheets/pillows/pillow protectors</i>	\$3,500
<i>Other -utilities</i>	\$8,600
<i>Other - housekeeping/Laundry.</i>	\$8,300
<i>Cleaning/Maintenance</i>	\$7,500
<i>Utilities/Insurance</i>	\$26,000
<i>Floorspace</i>	\$13,760
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$275,000
Total Indirect Costs	\$0
TOTAL	\$275,000

8/28/2023

New Hampshire Department of Health and Human Services

Exhibit D

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

Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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.

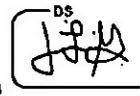
7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and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

Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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.

Contractor Initials

DS
JJA

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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.

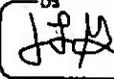
III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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.

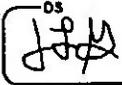
B. Disposition

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.).

DS


Contractor Initials

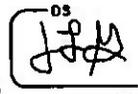
New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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

Contractor Initials

OS


New Hampshire Department of Health and Human Services

Exhibit D

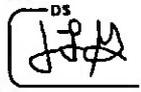
DHHS Information Security Requirements

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/doi/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.

Contractor Initials

DS


New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

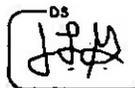
V. LOSS REPORTING

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

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

Contractor Initials



New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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.

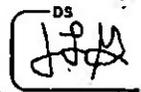
VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

DS


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

This Amendment to the Cold Weather Shelter Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Southwestern Community Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item #47), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$260,000
3. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget, Amendment #1.
4. Add Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

^{DS}
BD

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/17/2024

Date

DocuSigned by:

Katja S. Fox

2A0FEC7D81684F3...

Name: Katja S. Fox

Title: Director

Southwestern Community Services, Inc.

5/17/2024

Date

DocuSigned by:

Beth Daniels

58895EA0812444

Name: Beth Daniels

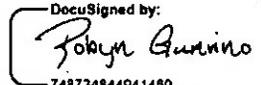
Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

5/20/2024

Date

DocuSigned by:

748734844941480...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services		
Complete one budget form for each budget period.		
Contractor Name: <i>Southwestern Community Services, Inc.</i>		
Budget Request for: <i>Cold Weather Shelter Program</i>		
Budget Period: <i>SFY 2025 (7/1/24 - 6/30/25)</i>		
Indirect Cost Rate (if applicable): <i>2.57%</i>		
Line Item	Program Cost - Cheshire County	Program Cost - Sullivan County
1. Salary & Wages		
2. Fringe Benefits		
3. Consultants		
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>		
5.(a) Supplies - Educational		
5.(b) Supplies - Lab		
5.(c) Supplies - Pharmacy		
5.(d) Supplies - Medical		
5.(e) Supplies Office		
6. Travel		
7. Software		
8. (a) Other - Marketing/Communications		
8. (b) Other - Education and Training		
8. (c) Other - Other (specify below)		
<i>Direct Client Assistance</i>	\$59,437	\$57,555
<i>Cold Weather Gear and Supplies</i>		
<i>Administrative / Operations Support</i>		
<i>Other (please specify)</i>		
9. Subrecipient Contracts		
Total Direct Costs	\$59,437	\$57,555
Total Indirect Costs	\$563	\$2,445
TOTAL	\$60,000	\$60,000
COMBINED TOTAL		^{DS} 1,000

Contractor Initials *BD*

Date: *5/17/2024*

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 19, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65514

Certificate Number: 0006663003



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Kevin Watterson hereby certify that:
(Name of the elected Clerk/Secretary/Officer of Corporation/LLC)

1. I am a duly elected Clerk/Secretary/Officer of Southwestern Community Services Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 18, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

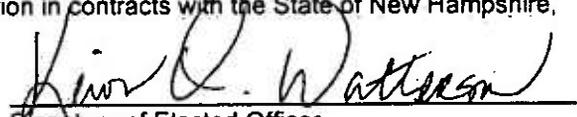
VOTED: That Beth Daniels, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Southwestern Community Services Inc. to enter into contracts or agreements with
(Name of Corporation/ LLC)

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

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

Dated: 5/2/2024


Signature of Elected Officer.
Name: Kevin Watterson
Title: Chairperson



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2023

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 The Hilb Group New England, LLC PO Box 808 Keene NH 03431	CONTACT NAME: Ana O'Donnell, CPIW, CIC PHONE (A/C, No, Ext): (877) 352-2121 FAX (A/C, No): E-MAIL ADDRESS: aodonnell@hilbgroup.com														
INSURED Southwestern Community Services Inc. 63 Community Way PO Box 603 Keene NH 03431	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Co</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B : Granite State Healthcare & Human Services Trust</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Indemnity Insurance Co	18058	INSURER B : Granite State Healthcare & Human Services Trust		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Philadelphia Indemnity Insurance Co	18058														
INSURER B : Granite State Healthcare & Human Services Trust															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** 24/25 **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:			PHPK2636316	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1m / 2m
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2636315	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB893672	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HCHS20242000036	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 3a state: NH. All officers included. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies referenced herein.

CERTIFICATE HOLDER State of NH, DHHS 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
---	--



Southwestern Community Services

People helping people in Cheshire and Sullivan Counties since 1965.

Mission Statement

SCS strives to empower low-income people and families. With dignity and respect, SCS will provide direct assistance, reduce stressors, and advocate for such persons and families as they lift themselves toward self-sufficiency.

Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC.
AND RELATED COMPANIES

**CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2023 AND 2022
AND
INDEPENDENT AUDITORS' REPORT
AND
REPORTS ON COMPLIANCE AND INTERNAL CONTROL**

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

**CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2023 AND 2022**

TABLE OF CONTENTS

	<u>Page(s)</u>
Independent Auditors Report	1-3
Financial Statements:	
Consolidated Statements of Financial Position	4
Consolidated Statement of Activities	5
Consolidated Statements of Functional Expenses	6-7
Consolidated Statements of Cash Flows	8-9
Notes to Consolidated Financial Statements	10-31
Supplementary Information:	
Consolidated Schedules of Functional Revenues and Expenses	32-33
Schedule of Expenditures of Federal Awards	34-36
Notes to Schedule of Expenditures of Federal Awards	37
Independent Auditors 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	38-39
Independent Auditors Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance	40-42
Schedule of Findings and Questioned Costs	43
Summary Schedule of Prior Audit Findings	44



INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Southwestern Community Services, Inc.

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statements of financial position as of May 31, 2023, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. and related companies as of May 31, 2023, 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 Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Southwestern Community Services, Inc. and related companies and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Southwestern Community Services, Inc. and related companies' ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Southwestern Community Services, Inc. and related companies' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Southwestern Community Services, Inc. and related companies' 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 Southwestern Community Services, Inc. and related companies' 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 9, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended May 31, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Supplementary Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 24, 2024, on our consideration of Southwestern Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is 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 Southwestern Community Services, 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 Southwestern Community Services, Inc.'s internal control over financial reporting and compliance.

*Liane McDermott & Roberts
Professional Association*

Wolfeboro, New Hampshire
January 24, 2024

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
MAY 31, 2023 AND 2022**

	2023	2022
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,237,914	\$ 3,153,976
Accounts receivable, net	2,027,517	1,745,952
Prepaid expenses	157,449	243,990
Total current assets	<u>4,422,880</u>	<u>5,143,918</u>
PROPERTY		
Land and buildings	30,392,465	29,859,136
Vehicles and equipment	647,670	555,554
Furniture and fixtures	983,264	958,072
Total property	<u>32,023,399</u>	<u>31,372,762</u>
Less accumulated depreciation	<u>16,520,026</u>	<u>15,527,483</u>
Property, net	<u>15,503,373</u>	<u>15,845,279</u>
OTHER ASSETS		
Investment in related parties	64,178	94,230
Right of use asset	98,159	-
Due from related parties	53,895	47,566
Cash escrow and reserve funds	1,556,493	1,479,277
Security deposits	111,044	111,033
Other assets	384	384
Total other assets	<u>1,884,153</u>	<u>1,732,490</u>
Total assets	<u>\$ 21,810,406</u>	<u>\$ 22,721,687</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 239,270	\$ 208,035
Accrued expenses	158,107	229,110
Accrued payroll and payroll taxes	235,401	353,786
Other current liabilities	166,988	158,972
Refundable advances	1,246,787	1,519,622
Current portion of right of use liability	32,364	-
Current portion of Economic Injury Disaster Loan	3,685	3,585
Current portion of long term debt	183,158	159,974
Total current liabilities	<u>2,265,760</u>	<u>2,633,084</u>
NONCURRENT LIABILITIES		
Long term right of use liability, less current portion shown above	65,795	-
Economic Injury Disaster Loan, less current portion shown above	144,966	146,415
Long term debt, less current portion shown above	11,103,983	11,243,212
Total noncurrent liabilities	<u>11,314,744</u>	<u>11,389,627</u>
Total liabilities	<u>13,580,504</u>	<u>14,022,711</u>
NET ASSETS		
Without donor restrictions	8,106,510	8,564,624
With donor restrictions	123,392	134,352
Total net assets	<u>8,229,902</u>	<u>8,698,976</u>
Total liabilities and net assets	<u>\$ 21,810,406</u>	<u>\$ 22,721,687</u>

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED MAY 31, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Without Donor Restrictions	With Donor Restrictions	2023 Total	2022 Total
REVENUES AND OTHER SUPPORT				
Government contracts	\$ 23,407,391	\$ -	\$ 23,407,391	\$ 24,553,574
Program service fees	2,480,960	-	2,480,960	2,991,407
Rental income	1,873,226	-	1,873,226	1,817,636
Support	591,754	123,392	715,146	669,175
Sponsorship	8,197	-	8,197	28,520
Interest income	18,235	-	18,235	1,099
Forgiveness of debt	166,931	-	166,931	90,609
Miscellaneous	104,742	-	104,742	156,954
In-kind contributions	69,852	-	69,852	89,366
Total revenues and other support	28,721,288	123,392	28,844,680	30,398,340
NET ASSETS RELEASED FROM RESTRICTIONS	134,352	(134,352)	-	-
Total revenues, other support, and net assets released from restrictions	28,855,640	(10,960)	28,844,680	30,398,340
EXPENSES				
Program services				
Home energy programs	9,895,617	-	9,895,617	7,051,760
Education and nutrition	3,090,471	-	3,090,471	2,826,493
Homeless programs	9,417,446	-	9,417,446	13,349,415
Housing services	3,113,505	-	3,113,505	3,070,446
Economic development services	731,021	-	731,021	658,791
Other programs	678,220	-	678,220	683,000
Total program services	26,926,280	-	26,926,280	27,639,905
Supporting activities				
Management and general	2,360,358	-	2,360,358	2,031,266
Total expenses	29,286,638	-	29,286,638	29,671,171
CHANGE IN NET ASSETS BEFORE GAIN (LOSS) ON SALE OF PROPERTY	(430,998)	(10,960)	(441,958)	727,169
GAIN (LOSS) ON SALE OF PROPERTY	2,936	-	2,936	(14,836)
LOSS ON INVESTMENT IN LIMITED PARTNERSHIPS	(30,052)	-	(30,052)	(43,771)
CHANGE IN NET ASSETS	(458,114)	(10,960)	(469,074)	668,562
NET ASSETS, BEGINNING OF YEAR	8,564,624	134,352	8,698,976	8,030,414
NET ASSETS, END OF YEAR	\$ 8,106,510	\$ 123,392	\$ 8,229,902	\$ 8,698,976

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
PER YEAR ENDED MAY 31, 2021

	Home Energy Provision	Education - Total Provision	Homeless Provision	Housing Benefits	Development Benefits	Other Provision	Total Provision	Management and General	2021 Total
Payroll	\$ 684,296	\$ 1,947,947	\$ 603,731	\$ 625,272	\$ 383,419	\$ 441,824	\$ 4,298,419	\$ 818,734	\$ 5,117,153
Payroll taxes	57,881	151,083	60,082	49,028	30,751	36,239	375,144	87,510	462,654
Employee benefits	132,468	360,288	144,278	212,288	35,944	124,171	1,012,817	163,746	1,176,563
Reservement	35,253	105,574	38,178	44,702	18,838	28,598	298,141	63,144	361,285
Advertising	3,510	7,025	1,708	3,011	2,333	1,184	18,185	1,328	19,513
Bank charges	10	17	173	4,175	19,001	3	23,469	1,328	24,797
Computer cost	22,147	21,188	21,946	26,558	19,001	11,029	142,781	147,781	290,562
Contractual	791,082	1,188,881	339,840	21,500	32,879	7,700	887,819	117,774	1,005,593
Depreciation	1,400	4,487	158,480	692,142	1,489	287	889,207	146,582	1,035,789
Insurance	13,485	12,877	34,947	70,125	19,715	6,030	114,088	18,742	132,830
Interest	1,400	18,376	3,206	64,004	4,153	478	87,660	18,742	106,402
Meeting and conference	13,691	3,949	5,206	3,982	4,153	1,807	32,668	18,387	51,055
Miscellaneous expense	1,200	199	880	130,102	13,041	1,184	148,162	38,401	186,563
Miscellaneous losses		2,889	4	122,713	2,333		125,113	581	125,694
Equipment purchases	7,737	3,938		7,823	10,330	1,820	23,673	31,083	54,756
Office expense	86,739	17,278	31,171	12,723	494	1,820	138,141	13,241	151,382
Production fee	9,312	2,292	6,559	32,442	6,658	1,228	41,028	24,323	65,351
Self development and training	16,181	1,323	1,085	115	1,780	1,228	22,125	27	22,152
Subscriptions	7,081	4,984	28,728	19,282	1,771	1,880	54,765	60,150	114,915
Telephone	7,440	18,811	128,430	10,111	28,183	1,880	204,085	8,850	212,935
Travel	18,982	531	1,652	25,000	63,381	7,659	104,189	772	104,961
Vehicles	18,200	12,800	240,532	622,418	13,985	2,294	1,578,080	150,857	1,728,937
Rent	18,079	240,532	382,435	54,413	52,443		1,578,080	150,857	1,728,937
Oper. lease expense	8,018,422	88,852					8,107,274	15,628	8,122,902
Public expenses									
TOTAL FUNCTIONAL EXPENSES BEFORE	8,948,617	13,000,471	8,417,449	3,113,268	731,021	678,220	24,028,780	2,360,338	29,393,618
MANAGEMENT AND GENERAL ALLOCATION	87,458	270,811	873,533	272,832	84,081	59,453	2,480,558	6,360,369	35,853,977
Allocation of management and general expenses	1,101,983,097	1,381,281,381	2,102,421,879	1,338,643,438	1,179,910,022	1,719,673,073	1,878,638,628	6,820,707	3,799,255,635

See Notes to Consolidated Financial Statements

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED MAY 31, 2022

	Home Energy Expenses	Education Expenses	Homeless Expenses	Housing Expenses	Economic Development Expenses	Other Expenses	Total Expenses	Management Cost Deductions	2022 Total
Payroll	\$ 591,440	\$ 1,563,713	\$ 901,460	\$ 672,317	\$ 340,079	\$ 418,074	\$ 4,135,311	\$ 850,748	\$ 4,982,559
Employee benefits	45,132	127,257	48,848	51,549	30,489	32,574	340,122	68,378	408,801
Materials	137,544	387,108	140,322	317,637	27,775	137,144	1,047,517	1,011,743	1,149,314
Advertising	31,440	95,878	32,687	49,044	10,000	18,580	243,710	88,584	310,304
Bank charges	1,096	12,573	428	7,527	8,801	1,801	30,405	5,120	34,525
Computer cost	30	15,314	863	4,850	8,071	14,813	15,346	8,701	15,048
Contractual	907	15,258	13,318	8,071	14,813	35,197	82,882	127,747	178,849
Depreciation	828,975	126,418	87,421	26,033	674,608	3,810	1,622,882	83,330	1,706,212
Construction	2,530	2,530	134,030	674,608	3,810	3,810	826,790	140,843	968,773
Outsourcing		8,660	35,070	490	508	1,325	3,882	11,738	15,401
Outfitting	6,123	10,620	16,620	423	19,829	7,313	147,080	5,903	164,328
Insurance		423	8,530	48,622	18,829	2,718	69,658	45,537	117,285
Printing and contracts	1,670	2,917	9,534	3,225	632	2,882	7,503	1,036	8,539
Administrative expenses		2,917	120	1,217	6,288	6,102	12,714	30,814	150,128
Miscellaneous		3,311	22,734	12,878	3,413	810	129,878	150	130,798
Medical supplies	1,120	8,743	3,311	8,978	1,711	90	24,048	50,872	34,773
Equipment purchases	4,320	843	22,734	10,734	-3,413	720	36,048	80,785	54,712
Office supplies	180	433	22,734	10,734	171	80	36,048	80,785	34,712
Postage	1,075	2,897	4,323	28,820	131	1,265	32,448	8,781	18,340
Production and safety									
Staff development and training									
Subscriptions	5,147	3,777	21,670	18,708	1,930	1,288	63,481	48,594	100,075
Telephone	4,715	18,849	11,159	14,794	78,330	240	78,085	1,428	77,657
Taxes	8,433	18,849	11,159	14,794	78,330	240	78,085	1,428	77,657
Vehicle	8,000	18,300	3,006	24,686	79,218	13,061	129,374	1,420	130,794
Rent	21,837	18,300	458,406	668,317	18,742	23	1,586,461	48,885	1,635,346
Space costs	8,330,825	2,124,843	11,724,070	668,317	37,590	2,883	17,227,043	17,194,182	17,204,235
Direct client assistance		89,288		11,087			89,288		89,288
Miscellaneous									
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	7,051,760	2,620,493	13,349,416	3,070,448	469,791	643,000	27,839,908	2,011,280	29,851,171
Allocation of management and general expenses	4,018,232	207,720	981,053	223,048	48,413	50,184	4,729,650	1,037,289	5,766,939
TOTAL FUNCTIONAL EXPENSES	11,069,992	2,828,213	14,330,469	3,293,496	518,204	693,184	32,569,558	3,048,569	35,618,127

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED MAY 31, 2023 AND 2022**

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (469,074)	\$ 668,562
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	1,036,769	989,773
Amortization of deferred financing costs	662	662
Loss (gain) on sale of assets	(2,936)	14,836
Loss on investment in limited partnerships	30,052	43,771
Forgiveness of debt	(166,931)	(90,609)
Decrease (increase) in assets:		
Accounts receivable, net	(281,565)	38,041
Prepaid expenses	86,541	(181,362)
Due from related parties	(6,329)	7,572
Security deposits	(11)	(5,243)
(Decrease) increase in liabilities:		
Accounts payable	31,235	(32,551)
Accrued expenses	(71,003)	59,036
Accrued payroll and payroll taxes	(118,385)	109,783
Other current liabilities	8,016	10,118
Refundable advances	(272,835)	789,667
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>(195,794)</u>	<u>2,422,056</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of property	3,301	3,840
Purchase of property	(467,807)	(831,642)
NET CASH USED IN INVESTING ACTIVITIES	<u>(464,506)</u>	<u>(827,802)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from long term debt	8,581	155,683
Repayment of long term debt	(187,127)	(155,683)
NET CASH USED IN FINANCING ACTIVITIES	<u>(178,546)</u>	<u>(155,683)</u>
NET INCREASE (DECREASE) IN CASH AND RESTRICTED CASH	<u>(838,846)</u>	<u>1,438,571</u>
CASH AND RESTRICTED CASH BEGINNING OF YEAR	<u>4,633,253</u>	<u>3,194,682</u>
CASH AND RESTRICTED CASH END OF YEAR	<u>\$ 3,794,407</u>	<u>\$ 4,633,253</u>

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED MAY 31, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid during the year for interest	\$ 171,568	\$ 176,903
CASH AND RESTRICTED CASH:		
Cash and cash equivalents	\$ 2,237,914	\$ 3,153,976
Cash escrow and reserve funds	1,556,493	1,479,277
Total cash and restricted cash	\$ 3,794,407	\$ 4,633,253
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Property financed by long term debt	\$ 227,421	\$ 595,015

See Notes to Consolidated Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2023 AND 2022****NOTE 1****ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING
POLICIES****General**

Southwestern Community Services, Inc. is a New Hampshire nonprofit corporation formed as an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc. and its related corporations, SCS Management Corporation, SCS Housing, Inc., SCS Development Corporation, SCS Housing Development, Inc., and various limited partnerships, as described below. The Organization is committed to providing respectful support services and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty. The primary source of revenues is derived from governmental contracts.

Principles of Consolidation

The consolidated financial statements include the accounts of Southwestern Community Services, Inc. and the following entities (collectively the Organization) as Southwestern Community Services, Inc. has both an economic interest and control of the entities through a majority voting interest in their governing board. All significant intercompany items and transactions have been eliminated from the basic consolidated financial statements:

- SCS Management Corporation
- SCS Housing, Inc.
- SCS Development Corporation
- SCS Housing Development, Inc.
- Drewsville Carriage House Associates, Limited Partnership (Drewsville)
- Troy Senior Housing Associates, Limited Partnership (Troy Senior)
- Keene East Side Senior Housing Associates, Limited Partnership (Keene East Side)
- Winchester Senior Housing Associates, Limited Partnership (Winchester)
- Swanzey Township Housing Associates, Limited Partnership (Swanzey)
- Snow Brook Meadow Village Housing Associates, Limited Partnership (Snow Brook)
- Keene Highland Housing Associates, Limited Partnership (Keene Highland)
- Warwick Meadow Housing Associates, Limited Partnership (Warwick)

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

Basis of Accounting

The consolidated financial statements of the Organization have been prepared utilizing the accrual basis of accounting in accordance with generally accepted accounting principles.

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor-imposed restrictions.

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

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

As of May 31, 2023 and 2022, the Organization had net assets without donor restrictions and with donor restrictions. (See Note 12).

The financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended May 31, 2022 from which the summarized information was derived.

Estimates

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

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

Cash and Cash Equivalents

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

Concentration of Credit Risk

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

Current Vulnerability Due to Certain Concentrations

The Organization is operated in a heavily regulated environment. The operations of the Organization are subject to the administrative directives, rules and regulations of federal, state and local regulatory agencies. Such administrative directives, rules and regulations are subject to change by an act of Congress or Legislature. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the additional administrative burden, to comply with a change. For the years ended May 31, 2023 and 2022, approximately 81% of the Organization's total revenue was received from government agencies. The future nature of the Organization is dependent upon continued support from the government.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at May 31, 2023 and 2022, respectively. The Organization has no policy for charging interest on overdue accounts.

Refundable Advances

The Organization records grant and contract revenue as refundable advances until it is expended for the purpose of the grant or contract, at which time it is recognized as revenue.

In-Kind Donations / Noncash transactions

The Organization records various types of in-kind support including professional services and materials. Contributed professional services are recognized if the service received creates or enhances long-lived assets or requires specialized skill, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received. The Organization received \$69,852 and \$89,366 in donated services and materials for the years ended May 31, 2023 and 2022, respectively. (See Note 15)

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED MAY 31, 2023 AND 2022**Property and Depreciation**

Purchased property and equipment are stated at cost at the date of acquisition or at fair value at the date of receipt in the case of donated property. The Organization generally capitalizes and depreciates all assets with a cost greater than \$5,000 and an expected life greater than one year. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	10 - 40 Years
Vehicles and equipment	5 - 10 Years
Furniture and fixtures	7 Years

The use of certain assets is specified under the terms of grants received from agencies of the federal government. These grants also place liens on certain assets and impose restrictions on the use of funds received from the disposition of the property. Depreciation expense for the years ended May 31, 2023 and 2022 totaled \$1,036,769 and \$989,773, respectively.

Advertising

The Organization expenses advertising costs as incurred.

Income Taxes

Southwestern Community Services, Inc. and SCS Management Corporation are exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and are not private foundations. As such, they are exempt from income tax on their exempt function income.

SCS Housing, Inc., SCS Development Corporation, and SCS Housing Development, Inc. are taxed as corporations. SCS Housing, Inc. has federal net operating loss carryforwards available for the May 31, 2023 and 2022 tax returns totaling \$1,276,789 and \$1,252,122, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2027. SCS Development Corporation has federal net operating loss carryforwards totaling \$509 and \$513 at May 31, 2023 and 2022, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2023. SCS Housing Development, Inc. has federal net operating loss carryforwards totaling \$89,166 and \$55,129 at May 31, 2023 and 2022, respectively. These loss carryforwards may be offset against future taxable income and, if not used, will begin to expire in 2035.

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

The tax effects of the carryforwards as related to deferred tax assets is as follows as of May 31, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Tax benefit from loss carryforwards	\$ 286,957	\$: 274,630
Valuation allowance	(286,957)	(274,630)
Deferred tax asset	<u>\$</u>	<u>\$</u>

Drewsville, Troy Senior, Winchester, Keene East Side, Swanzey, Snow Brook, Keene Highland, and Warwick are taxed as partnerships. Federal income taxes are not payable by, or provided for these entities. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

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

Fair Value of Financial Instruments

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

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

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

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

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

The carrying amount of cash, accounts receivables, prepaid expenses, accounts payable, accrued expenses, and refundable advances approximates fair value because of the short maturity of those instruments.

Support and Revenue Recognition

Contracts with Customers

Program service fees are reported at the amount that reflects the consideration to which the Organization expects to be entitled for providing childcare services to its clients.

Generally, the Organization bills customers and third-party payors several days after the services are performed. Revenue is recognized as performance obligations are satisfied. Performance obligations are determined based on the nature of the services provided by the Organization. The Organization measures the performance obligations of its childcare services to the point when it is no longer required to provide services to the client, which is generally weekly for childcare services. These services are considered to be a single performance obligation.

Revenue for performance obligations satisfied at a point in time is recognized when services are provided, and the Organization does not believe it is required to provide additional services to the client.

Based on the nature of services provided by the Organization and due to the fact that all of the Organization's performance obligations related to contracts with a duration of less than one year, the Organization has elected to apply the optional exemption provided in FASB ASC 606-10-50-14(a) and therefore is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

The transaction price for childcare services is based on standard charges for services provided to clients. Under the terms of the State of New Hampshire Department of Health and Human Services childcare subsidy programs, reimbursement for childcare services provided may differ from established rates. It is the Organization's policy to set its rates to be consistent with current reimbursement rates. Therefore, amounts due do not include significant variable consideration subject to retroactive revenue adjustments due to settlement of reviews and audits.

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2023 AND 2022****Private Grant Revenue and Contributions (Support)**

Private grant contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met. Support that is restricted by the donor is reported as an increase in net assets without donor restrictions, if the restriction expires in the reporting period in which the support is recognized. All other donor-restricted support is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the combined statements of activities as net assets released from restrictions.

Government Grants and Support

Grant revenue is derived from various federal grant agreements and various state and private entity passthrough grant agreements and contracts to provide funding support of the Organization's programs and services provided by the Organization including childcare, child development, social health, nutrition, employment, language, energy, and special needs services to families enrolled in the Organization's programs. The Organization has evaluated its grant agreements against applicable accounting standard guidance and determined that the grant agreements are contributions (nonreciprocal transaction) conditioned upon certain performance requirements and/or incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Organization has incurred expenses in compliance with specific provisions of the grant agreements.

Rental Revenue

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

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, rent, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use.

The costs of providing certain program and supporting services have been directly charged.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The indirect cost rate is 12% effective from June 1, 2021 through May 31, 2024.

New Accounting Pronouncement

In September 2020, the FASB issued Accounting Standards Update (ASU) No. 2020-07, *Not-for-Profit Entities (Topic 958), Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, intended to improve transparency in the reporting of contributed nonfinancial assets, also known as gifts-in-kind, for not-for-profit organizations. Examples of contributed nonfinancial assets include fixed assets such as land, buildings, and equipment, the use of fixed assets or utilities, material and supplies, such as food or clothing, intangible assets, and recognized contributed services. The ASU requires a not-for-profit organization to present contributed nonfinancial assets as a separate line item in the statement of activities, apart from contributions of cash or other financial assets. It also requires certain disclosures for each category of contributed nonfinancial assets recognized. The amendments in this ASU should be applied on a retrospective basis and are effective for annual reporting periods beginning after June 15, 2021. The Organization adopted the provisions of ASU 2020-07 during the year ended May 31, 2023. (See Note 15)

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)*, to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the statement of financial position and disclosing key information about leasing arrangements for lessees and lessors. The standard applies a right of use model that requires all leases with a lease term of more than 12 months to recognize an asset representing its right to use the underlying asset for the lease term and liability to make lease payments to be recorded. The adoption of ASU 2016-02 resulted in the recognition of an operating right of use asset of \$98,159 and operating lease liability of \$98,159 as of May 31, 2023. The adoption of ASU 2016-02 did not have a material impact on the Organization's results of operations and cash flows. (See Note 6)

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

NOTE 2: BANK LINE OF CREDIT

The Organization has a \$250,000 revolving line of credit agreement with a bank. Interest is due monthly and is stated at the Wall Street Journal Prime Rate or at a floor rate of 4%. The line is secured by all the Organization's assets. As of May 31, 2023 and 2022, the interest rate was 8.25% and 4%, respectively. There was no outstanding balance at May 31, 2023 and 2022.

NOTE 3: LONG TERM DEBT

The long term debt consisted of the following at May 31:

	<u>2023</u>	<u>2022</u>
1% mortgage payable to New Hampshire Housing in monthly installments for principal and interest of \$891 through August 2032. The note is secured by real estate of the Organization (NHH, 96 Main Street).	\$ 107,975	\$ 117,535
Non-interest bearing mortgage payable to Community Development Finance Authority, in quarterly principal payments based on an operating income formula applied to affordable housing portion of the specified real estate. The note is secured by real estate of the Organization (CDFA, 96 Main Street).	23,589	25,589
Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through September 2031, or until the project is sold or refinanced. The note is secured by real estate of the Organization (NHH, 17 Pearl).	242,708	242,708
Non-interest bearing mortgage payable to New Hampshire Housing. Payment is deferred for 30 years, through July 2032, unless there is surplus cash from which to make a payment, or until the project is sold or refinanced. The note is secured by real estate of the Organization (NHH, 41-43 Central).	376,066	376,066

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
4.25% mortgage payable to a bank in monthly installments for principal and interest of \$1,875 through December 2016, with a balloon payment that was due January 2017. The note was amended during the year ended May 31, 2019, and is now due December 2026. Under the amendment, the interest rate is 4.94% and monthly installments for principal and interest are \$1,957. The note is secured by real estate of the Organization (People's United Bank, Milestones).	75,268	94,456
4.375% note payable to Rural Housing Service in monthly installments for principal and interest of \$11,050 through May 2049. The note is secured by real estate of the Organization (TD Bank, Keene Office).	2,053,855	2,095,301
Non-interest bearing note payable to Cheshire County in New Hampshire. Payment is not necessary unless Organization defaults on the contract. The note is secured by real estate of the Organization (CDBG, Keene Office).	460,000	460,000
Note payable to a bank in monthly installments for principal and interest of \$2,463 (including interest through May 2039. Interest is adjusted every five years based on remaining principal balance and "Classic Advantage Rate" provided by Federal Home Loan Bank of Boston which resulted in an interest rate of 4.67% at May 31, 2023 and 2022. The note is secured by real estate of the Organization (TD Bank, Keene Office/Community Way).	348,687	362,931
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015, 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization (HUD, Ashuelot).	25,000	50,000

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
Non-interest bearing note payable to the United States Department of Housing and Urban Development. No payment is due and beginning in January 2015 10% of the note is forgiven each year providing the property is used for low income housing through January 2025. The note is secured by real estate of the Organization (HUD, 112 Charlestown Road).	15,000	30,000
Non-interest bearing note payable to New Hampshire Housing in annual payments in the amount of 50% of annual surplus cash through July 2042 at which time the remaining balance is due. The note is secured by real estate of the Organization (NHH, Second Chance).	794,189	794,189
Non-interest bearing note payable to a county in New Hampshire. No payment is due and 5% of the balance is forgiven each year through 2032 when the remaining balance becomes due. The note is secured by real estate of the Organization (CDBG, Second Chance).	281,406	296,217
Non-interest bearing note payable to a county in New Hampshire relating to an agreement between the City of Keene and SCS for the purpose of renovating Keene shelters. In total, SCS will receive \$472,000 from CDBG. The agreement was amended during the year ended May 31, 2023 to increase the total loan to \$784,021. SCS will receive the funds as progress is made. The note is secured by real estate of the Organization and will be fully forgiven providing the facility serves low and moderate income individuals for 20 years (Keene Shelters).	761,210	629,280
5.54% note payable to a finance company in monthly installments for principal and interest of \$543 through August 2022. The note was paid in full during the year ended May 31, 2023. The note was secured by a vehicle (Ally, Econoline Van).		1,581

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
2.99% note payable to a bank in monthly installments for principal and interest of \$820 through May 2031. The note is secured by real estate of the Organization (Savings Bank of Walpole, 45 Central Street).	69,327	76,974
Non-interest bearing note payable to the City of Keene, New Hampshire. The note expired in June 2022 and payment was not necessary unless the Organization defaults on contract. The note was forgiven during the year ended May 31, 2023. The note was secured by real estate of the Organization (City of Keene, 139 Roxbury Street).		77,100
Non-interest bearing note payable to the City of Keene, New Hampshire, with an original balance of \$240,000 reduced to \$204,000 when the Organization acquired the note from Keene Housing in July 2020. No payment is due and 5% of the balance is forgiven each year through June 2037. The note is secured by real estate of the Organization (City of Keene, 139 Roxbury Street).	180,000	192,000
3.575% note payable to a finance company in monthly installments for principal and interest of \$650 through September 2026. The note is secured by a vehicle (Leaf Dodge Ram).	23,914	30,888
3.75% note payable to a finance company in monthly installments for principal and interest of \$530 through November 2026. The note is secured by a vehicle (Leaf Promaster Van).	20,166	25,960
4.373% note payable to a finance company in monthly installments for principal and interest of \$534 through December 2026. The note is secured by a vehicle (Leaf Promaster Van).	20,766	26,576
6.04% note payable to a finance company in monthly installments for principal and interest of \$626 through June 2027. The note is secured by a vehicle (Leaf Promaster Van).	26,649	

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
5.64% note payable to a finance company in monthly installments for principal and interest of \$621 through July 2027. The note is secured by a vehicle (Leaf, Promaster Van).	26,836	
5.88% note payable to a finance company in monthly installments for principal and interest of \$631 through September 2027. The note is secured by a vehicle (Leaf, Promaster Van).	28,337	
Troy Senior - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in June 2029. The note is secured by real estate of the Organization (CDBG).	640,000	640,000
Troy Senior - Non-interest bearing note payable to New Hampshire Housing Finance Authority to fund energy efficient improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years through August 2042. The note is secured by real estate of the Organization (NHH).	140,210	140,210
Keene East Side - Non-interest bearing note payable to a county in New Hampshire. Payments are deferred until the note matures in December 2028. The note is secured by real estate of the Organization (CDBG).	900,000	900,000
Keene East Side - Non-interest bearing note payable to New Hampshire Community Development Finance Authority (CDFA) to fund energy upgrades and capital improvements. Beginning in 2016, 10% of the note is forgiven each year based on the rolling balance. The mortgage may be released after ten years in January 2026. The note is secured by real estate of the Organization (CDFA).	93,821	116,841

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
Keene East Side - Non-interest bearing note payable to New Hampshire Housing to fund energy efficient improvements through the Authority's Greener Homes Program. Payment is deferred for 30 years, through August 2042. The note is secured by real estate of the Organization (NHH).	228,934	228,934
Swansey - Non-recourse, 4.90% simple interest mortgage note payable to the New Hampshire Housing (HOME), due September, 2033, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	293,634	286,530
Swansey - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due September 2043, payable in monthly installments of \$1,698, including interest at 2.35% secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 40 year term of the mortgage.	328,879	341,364
Snow Brook - Non-recourse mortgage note payable to New Hampshire Housing, due July 2057, payable in monthly installments of \$2,002, including interest at 4.35%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	426,517	431,859
Snow Brook - Non-recourse, zero interest mortgage note payable to New Hampshire Housing (AHF), due June 2034, principal and interest payable at the sole discretion of the lender from the excess cash of the borrower determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage.	229,826	237,173

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
Winchester - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due May 2032, payable in monthly installments of \$370, including interest at 2.00%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHH).	36,178	39,850
Winchester - Non-recourse, zero interest bearing mortgage note payable to New Hampshire Housing (FAF), due May 2032, payable at the sole discretion of the lender from the excess cash of the borrower, determined by formula, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30-year term of the mortgage note (NHH).	75,836	77,452
Winchester - Non-recourse, zero interest bearing, direct subsidy AHP loan secured by the Partnership's land and buildings, subject to low income housing restrictions under the terms of the AHP agreement. In the event of a default under the aforementioned agreement, the loan is due upon demand with interest accrued at a rate of 11.67% for the period the funds were outstanding (Federal Home Loan Bank).	150,000	150,000
Keene Highland - Non-recourse mortgage note payable to New Hampshire Housing (AHF), due August 2035, payable in monthly installments of \$3,122, including interest at 2.90%, secured by the Partnership's land and buildings, subject to low income housing use restrictions for the 30 year term of the mortgage note (NHH).	383,653	409,579
Keene Highland - 30 year, zero interest, non-recourse deferred mortgage note payable to the City of Keene, New Hampshire due June 2035, payment of principal is deferred until the due date, secured by land and buildings (City of Keene).	915,000	915,000

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
Warwick, 30 year, zero interest, non-recourse deferred mortgage note payable to the Town of Winchester, New Hampshire due August 2036, payment of principal is deferred until the due date, secured by land and buildings (Town of Winchester).	<u>500,000</u>	<u>500,000</u>
Total long term debt before unamortized deferred financing costs	11,303,436	11,420,143
Unamortized deferred financing costs	<u>(16,295)</u>	<u>(16,957)</u>
	11,287,141	11,403,186
Less current portion due within one year	<u>183,158</u>	<u>159,974</u>
	<u>\$ 11,103,983</u>	<u>\$ 11,243,212</u>

The schedule of maturities of long term debt at May 31, 2023 is as follows:

<u>Year Ending</u>	<u>Amount</u>
<u>May 31</u>	
2024	\$ 183,158
2025	190,399
2026	197,955
2027	180,203
2028	146,598
Thereafter	<u>10,405,123</u>
Total	<u>\$ 11,303,436</u>

NOTE 4: ECONOMIC INJURY DISASTER LOAN

During June 2020, the Organization received an Economic Injury Disaster Loan (EIDL) from the Small Business Administration with proceeds in the amount of \$150,000. The EIDL is payable over 30 years at an interest rate of 2.75% with a deferral of payments for 30 months from the date of the note. Installments, including principal and interest, of \$641 monthly begin in December 2022. The balance of principal and interest will be payable in December 2052. The loan is secured by the Small Business Administration. The balance outstanding on the loan at May 31, 2023 and 2022 is \$148,651 and \$150,000, respectively.

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

The scheduled maturities of the EIDL as of May 31, 2023, were as follows:

<u>Year Ending</u>	<u>Amount</u>
<u>May 31</u>	
2024	\$ 3,685
2025	3,788
2026	3,893
2027	4,001
2028	4,113
Thereafter	<u>129,171</u>
Total	<u>\$ 148,651</u>

NOTE 6) FORGIVENESS OF DEBT

During the years ended May 31, 2023 and 2022, the Organization realized forgiveness of debt income in connection with notes payable to Community Development Block Grant, HUD and Community Development Finance Authority. Forgiveness of debt income totaled \$166,931 and \$90,609 for the years ended May 31, 2023 and 2022, respectively.

NOTE 6) OPERATING LEASES

On June 1, 2022, the Organization was required to adopt ASU 2016-02, *Leases (Topic 842)*. As part of implementing ASU 2016-02, the Organization evaluated current contracts to determine which met the criteria of a lease. The right of use (ROU) assets represent the Organization's right to use underlying assets for the lease term, and the lease liabilities represent the Organization's obligation to make lease payments arising from these leases. The ROU assets and lease liabilities, all of which arise from operating leases, were calculated based on the present value of future lease payments over the lease terms. The Organization has elected to discount future cash flows at the risk-free borrowing rates commensurate with the lease terms, which was 1.80% at June 1, 2022. Common expenses, classified as occupancy costs in the accompanying financial statements, are considered a non-lease component under FASB ASC 842 and are recognized as costs are incurred. The Organization's operating leases are described below:

The Organization leases facilities, equipment, and vehicles under non-cancelable lease agreements at various financial institutions. Lease periods range from month to month to 2028. Monthly lease payments range from \$470 to \$4,050. Lease expense for the years ended May 31, 2023 and 2022 totaled \$143,725 and \$156,230, respectively.

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

The Organization elected to use the risk free rate of 1.80% on all operating leases. The weighted average discount rate is 1.80%, the weighted average remaining lease term for operating lease obligations is 2.66 years.

Future minimum payments as of May 31, 2023 on the above leases are as follows:

<u>Year Ending</u> <u>May 31</u>	<u>Amount</u>
2024	\$ 32,364
2025	32,945
2026	23,379
2027	<u>12,427</u>
	101,115
Less imputed interest	<u>2,956</u>
Total	<u>\$ 98,159</u>

NOTE 7

ACCRUED COMPENSATED BALANCES

At May 31, 2023 and 2022, the Organization accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$149,156 and \$143,703, respectively.

NOTE 8

CONTINGENCIES

Southwestern Community Services, Inc. is the 100% owner of SCS Housing, Inc. and SCS Housing Development, Inc. SCS Housing, Inc. and SCS Housing Development, Inc. are the general partners of eight limited partnerships formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc., SCS Housing, Inc. and SCS Housing Development, Inc. have guaranteed repayment of liabilities of various partnerships totaling approximately \$11,650,000 and \$11,760,000 at May 31, 2023 and 2022, respectively.

Partnership real estate with a cost basis of approximately \$27,360,000 and \$27,348,000 at May 31, 2023 and 2022, respectively, provides collateral on these loans.

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If costs were found not to have been incurred in compliance with the laws and regulations, the Organization might be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of May 31, 2023 and 2022.

NOTE 9**RELATED PARTY TRANSACTIONS**

During the years ended May 31, 2023 and 2022, SCS Housing, Inc. managed nine limited partnerships. Management fees charged by SCS Housing, Inc. totaled \$243,847 and \$237,822, for the years ended May 31, 2023 and 2022, respectively. Additionally, SCS Housing, Inc. has advanced the limited partnerships funds for cash flow purposes over several years.

The Organization has also advanced funds to a related entity for Department of Housing and Urban Development (HUD) sponsorship purposes.

The total amounts due and expected to be collected from the limited partnerships and related entities totaled \$53,895 and \$47,566 at May 31, 2023 and 2022, respectively.

NOTE 10**EQUITY INVESTMENT**

Southwestern Community Services, Inc. and related companies use the equity method to account for their financial interests in the following companies:

	<u>2023</u>	<u>2022</u>
Cityside Housing Associates, LP	\$ (9,522)	\$ (9,516)
Marlborough Homes, LP	(73)	(57)
Rayson Village Senior Housing Associates, LP	(12,553)	(12,539)
Railroad Square Senior Housing Associates, LP	(2,643)	(2,436)
Woodcrest Drive Housing Associates, LP	107,416	137,205
Westmill Senior Housing, LP	20	34
Alstead Senior Housing Associates, LP	(18,467)	(18,461)
	<u>\$ 64,178</u>	<u>\$ 94,230</u>

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

SCS Housing Development, Inc. is a 0.01% partner of Cityside Housing Associates, LP, Marlborough Homes, LP, Payson Village Senior Housing Associates, LP, Warwick Meadows Housing Associates, LP, Woodcrest Drive Housing Associates, LP, and Alstead Senior Housing Associates, LP, a 0.10% partner of Railroad Square Senior Housing Associates, LP, and a 1% partner of Westmill Senior Housing, LP during the years ended May 31, 2023 and 2022.

SCS Housing, Inc. is a 0.01% partner of Winchester Senior Housing Associates, LP, Swanzey Township Housing Associates, LP, Snow Brook Meadow Village Housing Associates, LP, and Keene Highland Housing Associates, LP during the years ended May 31, 2023 and 2022.

Summarized financial information for entities accounted for under the equity method, as of May 31, 2023 and 2022, consists of the following:

	<u>2023</u>	<u>2022</u>
Total assets	\$ 49,327	\$ 51,204
Total liabilities	14,694	14,923
Capital/Member's equity	34,632	36,281
	<u>\$ 49,327</u>	<u>\$ 51,204</u>
Income	\$ 3,576	\$ 3,306
Expenses	4,975	4,713
Net loss	<u>\$ (1,399)</u>	<u>\$ (1,407)</u>

NOTE 11: RETIREMENT PLAN

The Organization maintains a tax sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees who have had at least 30 days of service to the Organization are eligible to contribute to the plan. The Organization begins matching contributions after the employee has reached one year of service. Employer contributions are at the Organization's discretion and totaled \$349,285 and \$310,304 for the years ended May 31, 2023 and 2022, respectively.

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED MAY 31, 2023 AND 2022**NOTE 12 RESTRICTIONS ON NET ASSETS**

Net assets with donor restrictions are available for the following purposes:

	<u>2023</u>	<u>2022</u>
GAPS/Warm Fund	\$ 116,369	\$ 108,508
Transport		20,000
HS Parents Association	<u>7,023</u>	<u>5,844</u>
Total net assets with donor restrictions	<u>\$ 123,392</u>	<u>\$ 134,352</u>

NOTE 13 BOARD DESIGNATED NET ASSETS

The board designates a portion of the unrestricted net assets for WM Marcello GAPS funds. There was \$12,951 and \$12,792 designated by the board at May 31, 2023 and 2022, respectively.

NOTE 14 LIQUIDITY AND AVAILABILITY

The following represents Southwestern Community Services, Inc. and related companies' financial assets as of May 31, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Financial assets at year end:		
Cash and cash equivalents	\$ 2,237,914	\$ 3,153,976
Accounts receivable, net	2,027,517	1,745,952
Due from related party	53,895	47,566
Cash escrow and reserve funds	<u>1,556,493</u>	<u>1,479,277</u>
Total financial assets	<u>5,875,819</u>	<u>6,426,771</u>
Less amounts not available to be used within one year:		
Due from related party	(53,895)	(47,566)
Reserve funds	<u>(1,556,493)</u>	<u>(1,479,277)</u>
Total amounts not available within one year	<u>(1,610,388)</u>	<u>(1,526,843)</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 4,265,431</u>	<u>\$ 4,899,928</u>

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

The Organization has a goal to maintain unrestricted cash on hand to meet 30 days of normal operating expenditures, which are, on average, approximately \$2,320,000 and \$2,350,000 at May 31, 2023 and 2022, respectively. The Organization has a \$250,000 line of credit available to meet cash flow needs.

NOTE 15 **IN-KIND CONTRIBUTIONS/SERVICES**

The Organization records the value of in-kind contributions according to the accounting policies described in Note 1.

The fair value of gifts in kind included contributions in the financial statements and the corresponding program expenses for the year ended May 31, 2023, is as follows:

Volunteer hours	
Head Start and Early Head Start	\$ 69,852
Total	\$ 69,852

NOTE 16 **RECLASSIFICATION**

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

NOTE 17 **SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through January 24, 2024, the date the financial statements were available to be issued.

Subsequent to year end, on June 29, 2023, Southwestern Community Services finalized the sale of the property named Drewsville Carriage House Associates Limited Partnership, at 4 Common Road, 27 old Cheshire Turnpike, for gross proceeds of \$450,000.

SOUTHWESTERN CREDITILITY SERVICES, INC. AND RELATED COMPANIES
CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
FOR THE YEAR ENDED MAY 31, 2021

	Home Energy and Electricity Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Programs	Management and General Expenses	2021 Total
REVENUES AND OTHER SUPPORT									
Government contracts	\$ 9,281,073	\$ 3,512,407	\$ 9,239,438	\$ 4,217	\$ 508,807	\$ 122,329	\$ 22,716,084	\$ 662,307	\$ 23,407,901
Program service fees	622,718		182,240	777,823	30,751	968,089	1,780,050	23,172	2,480,890
Rental income	139,476	44,743	70,230	1,719,052	134,114	145,143	1,714,894	227	1,715,146
Support		2,398	285,910	209		5,928	8,197		8,197
Interest income	1,031	812	2,491	4,002	91	2,822	10,824	2,311	18,255
Contribution of real estate	4,543	3,450	14,911	23,029		2,822	60,427	24,320	104,742
Other contributions including contributions		8,832	12,123	160,278			99,832		99,832
Total revenues and other support	\$ 13,050,643	\$ 3,533,889	\$ 9,551,418	\$ 2,902,240	\$ 640,508	\$ 1,223,922	\$ 23,917,315	\$ 691,923	\$ 24,609,238
EXPENSES									
Salaries	\$ 694,296	\$ 1,907,807	\$ 633,711	\$ 625,222	\$ 1,583,418	\$ 441,664	\$ 4,608,510	\$ 818,734	\$ 5,919,344
Employee benefits	67,891	151,665	30,590	49,028	30,751	26,729	179,154	87,810	440,094
Professional fees	132,466	380,768	144,229	212,389	35,344	128,121	1,012,817	153,746	1,176,563
Rent	38,253	106,574	98,176	44,762	15,838	23,989	129,141	83,144	242,285
Advertising	3,510	7,035	1,709	3,611	2,333		13,195	1,824	18,719
Bank charges	10		23	4,175	10,901		4,296	6,283	18,651
Computer cost	22,147	21,188	21,646	28,520	10,901	11,028	119,823	1,477,797	1,800,200
Contractual	791,082	15,865	38,004	21,229	22,978	11,028	881,451	1,477,797	2,359,250
Depreciation		28,865	159,400	881,188	468	7,287	868,259	144,824	1,003,083
Dues and subscriptions	1,460	12,487	12,487		468	287	15,669	11,110	26,779
Printing	13,455	3,940	38,947	79,125	18,375	9,030	14,056	18,742	30,788
Travel	13,455	3,940	15,203	54,004	18,375	9,030	14,056	44,578	212,066
Telephone	13,455	1,156	7,884	3,982	4,133	4,278	63,577	108,853	172,230
Utilities	13,455	2,899	45	131,108	12,041	1,044	24,859	15,307	38,129
Manufacturing costs				122,213	12,041	1,044	148,192	39,491	184,684
Customer purchases				17,883	10,330	1,830	12,213	431	22,864
Office supplies	7,732	12,674	31,714	12,403	40,330	1,830	413,547	133,089	1,082,764
Printing	88,230	12,674	31,714	12,403	40,330	1,830	413,547	133,089	1,082,764
Percentage	3,278	1,229	8,126	12,403	40,330	1,830	413,547	133,089	1,082,764
Professional fees	10,181	1,322	1,085	115	1,790	1,229	22,123	48,770	44,014
Real estate commissions and rentals				115	1,790	1,229	22,123	48,770	44,014
Travel	2,081	4,984	29,729	19,282	1,771	1,888	6,745	327	46,448
Telephone	7,440	18,611	128,620	19,282	38,103	7,839	204,098	100,185	214,283
Utilities	18,200	53,501	1,053	129,000	63,391	7,839	134,088	6,899	214,283
Vehicle	18,200	53,501	1,053	129,000	63,391	7,839	134,088	6,899	214,283
Bank charges	18,200	53,501	1,053	129,000	63,391	7,839	134,088	6,899	214,283
Direct chart assistance	801,282	89,832	722,422	14,143	82,843	2,284	1,176,008	180,557	1,356,565
Other	9,882,817	2,090,471	9,417,446	3,113,505	731,027	878,220	23,629,290	12,204,328	28,286,038
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	\$ 9,882,817	\$ 2,090,471	\$ 9,417,446	\$ 3,113,505	\$ 731,027	\$ 878,220	\$ 23,629,290	\$ 12,204,328	\$ 28,286,038
TOTAL FUNCTIONAL EXPENSES	\$ 10,763,067	\$ 2,610,911	\$ 10,242,872	\$ 3,288,435	\$ 1,785,102	\$ 777,873	\$ 29,799,638	\$ 12,204,328	\$ 29,239,013

See Independent Auditors' Report
 Page 33 of 37

EDUCATION SERVICE INC. AND RELATED COMPANIES
CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
FOR THE YEAR ENDED MAY 31, 2022

	Home Energy EXPOSURE	Education and Nutrition	Household EXPOSURE	Housing EXPOSURE	Economic Development Activities	Other EXPOSURE	Total EXPOSURE	Management and General EXPOSURE	2022 Total
REVENUES AND OTHER SUPPORT									
Government contracts	\$ 6,611,796	\$ 3,396,372	\$ 12,026,412	\$ 4,791	\$ 714,196	\$ 224,734	\$ 22,851,204	\$ 602,270	\$ 24,553,574
Program service fee	164,537		53,355	781,640	30,490	946,473	1,286,407	6,000	2,891,977
Rental income			84,044	1,713,406	27,776	120,448	1,787,451	20,186	1,817,638
Support	64,259	14,481	254,029		191,342	24,520	648,170	20,000	668,170
Operating			153	302	95	14	28,520	574	28,520
Interest income	7	2	157,580	23,018	4,801	14	184,112	525	184,112
Recovery of debt			1,023	68,570			69,593		69,593
Miscellaneous	10,270		1,977,3				1,987,573	15,127	1,992,700
Shareholder contributions		8,282					8,282		8,282
Total revenues and other support	\$ 6,811,649	\$ 3,400,155	\$ 13,626,412	\$ 2,210,222	\$ 952,465	\$ 1,121,192	\$ 22,223,103	\$ 628,232	\$ 23,851,335
EXPENSES									
Payroll	\$ 591,449	\$ 1,533,113	\$ 801,459	\$ 672,177	\$ 340,070	\$ 418,824	\$ 4,132,811	\$ 598,748	\$ 6,022,558
Program materials	45,132	127,857	48,649	61,549	20,490	33,844	340,121	68,378	408,501
Equipment benefits	137,044	287,108	140,822	217,837	27,776	137,144	1,047,871	1,017,742	1,185,613
Advertising	1,088	12,572	32,817	9,134	18,023	18,580	72,417	6,624	79,041
Bank charges	35		83				83		83
Corporate cost	307	15,374	15,246	4,801	4,801		39,529	8,320	47,849
Contractual		15,246	76,428	76,023	674,508	125	931,734	127,747	1,059,481
Depreciation	624,876	2,238	154,026	497	606	125	782,248	180,483	962,731
Development		2,238					2,238	6,823	9,061
Dues and subscriptions	8,123	9,800	16,820	497	606	125	35,671	11,728	47,399
Insurance		423	35,078	62,106	18,826	7,213	117,646	20,716	138,362
Interest		423	9,326	48,822	2,832	278	61,714	12,828	74,542
Meeting and conference	977	1,281	7,326	13,232	4,838	3,122	28,766	2,016	30,782
Manufacturing expenses									
Miscellaneous items		3,471	1,108	1,317	0,388	512	4,206	1,740	5,946
Equipment purchases	14,726	3,471	22,754	10,498	3,513	80	54,782	24,671	79,453
Office expenses	43,201	8,725	28,381	24	171	220	80,702	33,627	114,329
Postage	1,075	343	4,323	26,890	3,085	1,895	37,511	5,873	43,384
Professional	1,065	2,097	823	3,085	131	1,895	10,289	8,781	19,070
Grant development and testing		3,772	21,670	18,708	1,820	298	43,494	4,324	47,818
Travel	5,147	18,826	11,108	18,708	28,330	298	78,066	14,328	92,394
Vehicle	8,421	18,826	24,502	24,502	12,206	13,051	82,584	15,823	98,407
Rent	8,007	18,300	7,456,408	11,724,070	18,242	21	17,277,943	1,943,823	19,221,766
Space lease	21,827	208,132	456,408	11,724,070	18,242	21	12,377,943	1,943,823	14,321,766
Debt client assistance				11,007	17,490	2,853	31,350	1,104,122	1,415,472
Bad debt expense	5,311,825	89,288					5,401,113	17,277,943	22,679,056
Total expenses	\$ 7,001,700	\$ 2,628,483	\$ 11,346,016	\$ 3,070,446	\$ 650,791	\$ 681,190	\$ 22,629,505	\$ 2,011,266	\$ 24,640,771
GENERAL AND MANAGEMENT ALLOCATION									
Allocation of management and general expenses	\$ 18,228	\$ 207,726	\$ 951,053	\$ 275,642	\$ 48,415	\$ 64,134	\$ 2,031,266	\$ 12,011,260	\$ 14,043,791
TOTAL FUNCTIONAL EXPENSES	\$ 7,289,928	\$ 2,836,209	\$ 12,297,069	\$ 3,346,088	\$ 700,206	\$ 745,324	\$ 24,660,771	\$ 2,023,276	\$ 26,684,047

See Independent Auditors' Report 33

SOUTHWESTERN COMMUNITY SERVICES, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2021**

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE
U.S. Department of Agriculture				
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	10.557	State of NH, Department of Health & Human Services	010-090-52800000-500588	\$ 368,773
Child and Adult Care Food Program	10.558	State of NH, Department of Education	Unknown	118,182
Food Distribution Cluster				
Commodity Supplemental Food Program	10.565	Community Action Program Belknap-Herrnack Counties	Unknown	\$ 14,416
Commodity Supplemental Food Program (Food Commodities)	10.565	Community Action Program Belknap-Herrnack Counties	Unknown	102,624
Total U.S. Department of Agriculture				\$ 691,375
U.S. Department of Housing and Urban Development				
Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii	14.228	City of Keene	19-016-CDFP	\$ 644,786
COVID-19 Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii	14.228	City of Claremont	45 Central Street	112,367
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Housing Supports	10-042-79270000-102-500731	240,733
COVID-19 Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Housing Supports	10-042-79270000-102-500731	37,654
Supportive Housing Program	14.235	State of NH, DHHS, Bureau of Housing Supports	10-042-79270000-074-500589	187,971
Shelter Plus Care	14.238	State of NH, DHHS, Bureau of Housing Supports	10-042-79270000-074-500589	305,243
Continuum of Care Program	14.267	State of NH, DHHS, Bureau of Housing Supports	10-042-79270000-074-500589	220,467
Continuum of Care Program	14.267	State of NH, DHHS, Bureau of Housing Supports	10-042-79270000-074-500589	85,407
Continuum of Care Program	14.267	State of NH, DHHS, Bureau of Housing Supports	10-042-79270000-074-500589	132,233
Total U.S. Department of Housing and Urban Development				\$ 3,689,909
U.S. Department of Transportation Federal Transit Administration (FTA)				
Formula Grants for Rural Areas	20.509	State of NH, Department of Transportation	04-98-98-084010-2916	\$ 381,484
Transit Services Programs Cluster				
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of NH, Department of Transportation	04-98-98-084010-2916	87,381
Total U.S. Department of Transportation Federal Transit Administration (FTA)				\$ 468,865

See Notes to Schedule of Expenditures of Federal Awards

SOUTHWESTERN COMMUNITY SERVICES, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2020

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE
U.S. Department of Treasury				
Emergency Rental Assistance Program	21.023	New Hampshire Housing	ERA1, ERA2	\$ 7,263,777
Emergency Rental Assistance Program	21.023	New Hampshire Housing	00FRF902PH9628A	130,000
Coronavirus State and Local Fiscal Recovery Funds	21.027	New Hampshire Housing	Emergency Temporary Housing	62,710
Total U.S. Department of Treasury				\$ 7,456,487
U.S. Department of Energy				
Weatherization Assistance for Low-Income Persons	81.042	State of NH, Department of Energy	02-82-82-820010-33560000-074-800587	\$ 232,735
Weatherization Assistance for Low-Income Persons	81.042	State of NH, Department of Energy	02-82-82-820010-XXXX0000-074-500587	130,448
Total U.S. Department of Energy				\$ 363,183
U.S. Department of Health & Human Services				
Aging Cluster				
Special Programs for the Aging, Title II, Part B, Grants for Supportive Services and Senior Centers	83.044	State of NH, Department of Energy	02-82-82-820010-33560000-074-800587	\$ 811
Special Programs for the Aging, Title II, Part B, Grants for Supportive Services and Senior Centers	83.044	State of NH, DHHS, Bureau of Elderly & Adult Services	48030315	57,067
Grants to States to Support Oral Health Workforce Activities	83.736	State of NH, DHHS, NH Medicaid	1008368	373
Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crisis	83.391	State of NH, DHHS, Division of Public Health Services	80577150	87,448
Low Income Household Yearly Assistance Program	83.499	State of NH, Department of Energy	02-82-82-82010-18880000-830687, 02-82-82-82010-24520000-800687	128,482
Low Income Home Energy Assistance (Fuel Assistance)	83.568	State of NH, Department of Energy	02-082-082-82010-335640000	8,709,925
Low Income Home Energy Assistance (BYP)	83.568	State of NH, Department of Energy	02-82-82-820010-33540000-074-800587	133,188
COVID-19 Low Income Home Energy Assistance	83.568	State of NH, Department of Energy	02-082-082-820010-24480000	1,678,232
ARPA Low Income Home Energy Assistance (BYP)	83.568	State of NH, Department of Energy	02-082-082-820010-24480000-074-800587	16,383
Community Services Block Grant	83.570	State of NH, DHHS, Div. of Family Assistance	49012170	402,239
COVID-19 Community Services Block Grant	83.570	State of NH, DHHS, Division of Economic & Housing Stability	800731	114,705
Community Services Block Grant - Discretionary	83.570	State of NH, DHHS, Div. of Family Assistance	Unknown	22,832

See Notes to Schedule of Expenditures of Federal Awards

SOUTHWESTERN COMMUNITY SERVICES, INC.

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2023**

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE
U.S. Department of Health & Human Services (continued)				
Head Start	83.600	Direct Funding	01CH011494	\$ 2,424,069
COVID-19 Head Start	83.600	Direct Funding	01CH011494	177,773
Total U.S. Department of Health & Human Services				\$ 2,601,842
U.S. Department of Homeland Security				
Emergency Food and Shelter National Board Program	97.024	State of NH, DHS, Office of Human Services	Unknown	1,548
Total U.S. Department of Homeland Security				\$ 1,548
TOTAL				\$ 22,725,814

SOUTHWESTERN COMMUNITY SERVICES, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED MAY 31, 2023**

NOTE 1

BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Southwestern Community Services, Inc. under programs of the federal government for the year ended May 31, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Southwestern Community Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE 3

INDIRECT COST RATE

Southwestern Community Services, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4

FOOD DONATION

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

NOTE 5

SUBRECIPIENTS

Southwestern Community Services, Inc. had no subrecipients for the year ended May 31, 2023.



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

To the Board of Directors of
Southwestern Community Services, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Southwestern Community Services, Inc. (a New Hampshire nonprofit corporation) and related companies, which comprise the consolidated statement of financial position as of May 31, 2023, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated January 24, 2024.

Report on Internal Control Over Financial Reporting

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

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

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

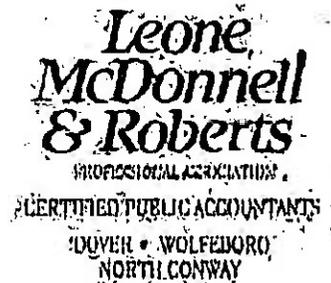
As part of obtaining reasonable assurance about whether Southwestern Community Services, Inc.'s consolidated financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which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

Purpose of this Report

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

*Liane McDonnell & Roberts
Professional Association*

Wolfeboro, New Hampshire
January 24, 2024



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

To the Board of Directors of
Southwestern Community Services, Inc.

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Southwestern Community Services, Inc.'s (a New Hampshire nonprofit corporation) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southwestern Community Services, Inc.'s major federal programs for the year ended May 31, 2023. Southwestern Community Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Southwestern Community Services, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended May 31, 2023.

Basis for Opinion on Each Major Federal Program

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

We are required to be independent of Southwestern Community Services, 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 Southwestern Community Services, 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, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Southwestern Community Services, Inc.'s federal programs.

Auditors' Responsibilities for the Audit of Compliance

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Southwestern Community Services, 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 Southwestern Community Services, 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 Southwestern Community Services, 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 combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

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

*Leone McDermill & Roberts
Professional Association*

Wolfeboro, New Hampshire
January 24, 2024

SOUTHWESTERN COMMUNITY SERVICES, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED MAY 31, 2023

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the consolidated financial statements of Southwestern Community Services, Inc. and related companies were prepared in accordance with GAAP.
2. No significant deficiencies relating to the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.
3. No instances of noncompliance material to the consolidated financial statements of Southwestern Community Services, Inc. and related companies, which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Southwestern Community Services, Inc. expresses an unmodified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.
7. The programs tested as major programs were: U.S. Department of Treasury; Emergency Rental Assistance Program; ALN 21-023; and U.S. Department of Energy; Weatherization Assistance for Low-Income Persons; ALN 81-042.
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Southwestern Community Services, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

SOUTHWESTERN COMMUNITY SERVICES, INC.
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED MAY 31, 2023

FINDINGS – FINANCIAL STATEMENT AUDIT

SIGNIFICANT DEFICIENCY

2022-001 – Lack of accurate and timely reconciliations

Condition: There was a delay in accurate account reconciliations at May 31, 2022.

Recommendation: Internal control policies and procedures should be followed throughout the year to ensure accurate and timely reconciliations.

Current Status: The Organization has made improvements to their internal control policies and appears to be following the policies as designed.

Southwestern Community Services, Inc.
Board of Directors
2024 Composition

Cheshire County

Sullivan County

CONSTITUENT
SECTOR

Ron Nason
SCS Tenant

Mary Lou Huffling
Fall Mountain Emergency Food Shelf
Alstead Friendly Meals

Heather Cameron
Head Start Policy Council
Parent Representative

Anne Beattie
Newport Service Organization

PRIVATE
SECTOR

Kevin Watterson, Chair
Swamp Bats
Clarke Companies (*retired*)

David Edkins, Vice-Chair
Town of Walpole

Dominic Perkins,
Treasurer/Secretary
Senior VP, Retail Administration
Savings Bank of Walpole

Kerry Belknap Morris, M.Ed.
Early Childhood Education
River Valley Community College

PUBLIC
SECTOR

Jay Kahn
Current Mayor, City of Keene
Former State Senator, District 10

Derek Ferland
Sullivan County Manager

Andy Bohannon
Deputy City Manager
City of Keene

Liz Emerson
Planning and Zoning Administrator
Town of Charlestown

SARAH CROTEAU

CAREER OBJECTIVE:

Highly motivated person seeking challenging position where my experience and education will bring value to your organization.

Qualifications:

- Knowledge of Microsoft Word, PowerPoint, Excel, Eagle Browser, and internet research
- Dedicated to exceptional customer service
- Self-motivated team member with experience in team work
- Professional presentation and communication skills
- Multi-tasking

EDUCATION:

Bachelors of Science in Business Management
Minor in Economics
Keene State College, Keene, NH (2011)

WORK EXPERIENCE:

Accounts Payable

Hamshaw Lumber, Keene, NH (2011-present)

- Prep and enter inventory and non-inventory invoices into Eagle Browser for 2 stores
- Select invoices to pay for 2 stores and post payment
- Monthly statement reconciliations for vendors including credit cards
- Work with vendors and staff to research any problems
- Maintain organized filing system for all paid inventory and non-inventory
- Assist in answering the phone and passing to the appropriate person
- Assist accounts receivable by helping customer's pay on their account and answer questions

Internship in Business Office

Monadnock Developmental Services, Keene, NH (2011)

- Performed standard oversight of bank reconciliation, accounts payable, general ledger account review, and state compliance
- Conducted variance record keeping using the Great Planes record software including standard bookkeeping

Waitress/Hostess

Longhorn Steakhouse, Keene, NH (2007-2011)

- Responsible for substantial financial transactions
- Worked with customers in guaranteeing their satisfaction and positive experience
- Worked within a team dynamic that created high cuisine quality and overall dining experience
- Responsible for training new employees as a certified trainer

PROFESSIONAL REFERENCES:

- Available upon request

Sharon LaCount McKane

QUALIFICATION HIGHLIGHTS

- 30+ years' experience in Social Services, Human Services, and Administration
 - 10+ years supervising staff, and volunteers
 - Skilled at customer relations and interactions with large staff in diverse programs
-

WORK HISTORY

Southwestern Community Services, Keene, NH

2016 - Present

Administrative and Housing Stabilization Manager

- Supervise HSS Program Staff and Facilities, including approving timecards and PTO
- Review, build and maintain budgets for specific funding sources
- Administer and report EHP for the State of NH
- Manage HSS-GAPS Program
- Responsible for the annual evaluations of HSS Staff
- Coding and approval of HSS Program bills
- Assistance with all hiring, HR and onboarding of new program staff

Southwestern Community Services, Keene, NH

2007 - 2015

Receptionist/Administrative Office Manager/Housing Stabilization Support

- Created Diversion Assessment Tool database and input of completed forms
- Responsible for CSFP distribution, inventory, reports, mailings, organization and communication with volunteers and sites
- Supervised volunteers and seasonal staff
- Assisted Program Directors with completion and mailing of grants
- Supported all HSS staff as requested by the Director

Southwestern Community Services, Keene, NH

1986 - 2006

Receptionist/MIS Support/Web Design

- Operated telephone switchboard to answer, screen, or forward calls, providing information, taking messages, or scheduling appointments
 - Greeted persons entering establishment, determined nature and purpose of visit, and directed or escorted them to specific destinations, resolving complaints as necessary
 - Handled agency postage and fax machines and billing to all programs
 - Responsible for maintaining and designing agency web site, and staff ID badges
 - Provided computer software and hardware support to all staff
-

EDUCATION

Keene High School, Keene, NH

Diploma

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Southwestern Community Services, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Sarah Croteau	Fiscal Director	\$0.00	\$57,720.00
Sharon LaCount McKane	Housing Stabilization Director	\$0.00	\$56,160.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

ARC



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

47

Lori A. Weaver
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

August 21, 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 contracts with the Contractors listed below in an amount not to exceed \$920,000 for the provision of services to assist with the operation of cold weather solutions for individuals and families experiencing homelessness, with the option to renew for up to three (3) additional years, effective October 1, 2023, upon Governor and Council approval, through June 30, 2024. 100% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
County of Merrimack	177435-B001	Merrimack County	\$115,000
County of Strafford	177478-B001	Strafford County	\$55,000
Nashua Soup Kitchen and Shelter, Inc.	174173-P001	Hillsborough County	\$275,000
Southwestern Community Services, Inc.	177511-B001	Cheshire and Sullivan Counties	\$140,000
The Lakes Region Mental Health Center, Inc.	154480-B001	Belknap County	\$80,000
Tri-County Community Action Program, Inc.	177195-B001	Coos and Grafton Counties	\$140,000
Way Station	339623-R001	Carroll County	\$115,000
		Total:	\$920,000

Funds are available in the following accounts for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for the Contractors to assist with the operation of cold weather solutions for individuals and families experiencing homelessness and to assist with the mitigation of negative outcomes of homelessness this upcoming winter. Pursuant to House Bill (HB) 2, Section 564 (2023), funds were made available to each county in the state. Award amounts were determined by the language in HB 2: "The department shall distribute \$1,000,000 to one provider in each county based on 50 percent to be distributed evenly across each county and 50 percent based on the most recent preliminary point-in-time count of those experiencing homelessness in the county." The Department is presenting a complementary sole source agreement with a provider in Rockingham County to ensure statewide access.

Approximately 333 individuals who are experiencing homelessness, who are in need of appropriate shelter during the winter and cold weather months will be served during State Fiscal Year 2024.

The Contractors will provide access to emergency shelter and related services specifically to provide safety in cold weather to individuals and families who are unable to access year-round emergency shelter services. The Contractors will engage with all municipalities and related service providers for their county. They will offer a variety of low-barrier solutions reflective of the needs of the county, such as shelters, hotel stays, warming centers, coordination of referrals to related services and transportation to shelter solutions.

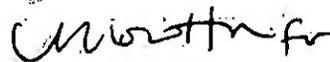
The Department will monitor services by engaging in monthly meetings with the Contractors and reviewing the monthly reports provided by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from June 29, 2023 through July 24, 2023. The Department received 11 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the attached agreements, the parties have the option to extend the agreements for up to three (3) 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 a gap in emergency cold weather services throughout the upcoming winter months, leaving individuals experiencing unsheltered homelessness without the fatality preventions provided by this critical safety net service.

Respectfully submitted,



Lori A. Weaver
Commissioner

05-95-42-423010-63850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIVISION, HOMELESS AND HOUSING, HOMELESS & HOUSING SHELTER FD
100% General Funds

County of Merrimack Vendor # 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$115,000	\$115,000
		Sub Total		\$0	\$115,000	\$115,000

County of Strafford Vendor # 177478 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$55,000	\$55,000
		Sub Total		\$0	\$55,000	\$55,000

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$80,000	\$80,000
		Sub Total		\$0	\$80,000	\$80,000

Nashua Soup Kitchen and Shelter, Inc. Vendor # 174173 - P001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$275,000	\$275,000
		Sub Total		\$0	\$275,000	\$275,000

Southwestern Community Services, Inc. Vendor # 177511 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$140,000	\$140,000
		Sub Total		\$0	\$140,000	\$140,000

Tri-County Community Action Program, Inc. Vendor # 177195 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$140,000	\$140,000
		Sub Total		\$0	\$140,000	\$140,000

Way Station Vendor # 339623 - R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$115,000	\$115,000
		Sub Total		\$0	\$115,000	\$115,000

Total	\$0	\$920,000	\$920,000
-------	-----	-----------	-----------

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RFA-2024-DBH-03-COLDW
 Project Title Cold Weather Shelter Program

	Maximum Points Available	Community Action Partnership of Strafford County (Strafford)	County of Merrimack (Merrimack)	Lakes Region Mental Health Center, Inc (Belknap)	Nashua Soup Kitchen and Shelter (Hillsborough)	Southwestern Community Services, Inc (Cheshire)	Southwestern Community Services, Inc (Sullivan)	Strafford County (Strafford)
Technical								
Capacity (Q1)	20	18	15	15	20	17	17	20
Collaboration (Q2)	40	40	30	33	35	30	30	40
Experience (Q3)	20	20	15	14	15	16	15	20
Knowledge (Q4)	20	18	14	20	17	18	16	20
TOTAL POINTS	100	96	74	82	87	81	78	100

TOTAL PROPOSED VENDOR COST *Not Applicable - No Cost Proposal for RFA*

<u>Reviewer Name</u>	<u>Title</u>
1 <u>Travis Newton</u>	<u>Homeless Outreach Service Coordinator</u>
2 <u>Robert Waters</u>	<u>Shelter Administrator</u>
3 <u>Carole Totzkay, MS, CHES</u>	<u>Public Health Preparedness Planner</u>
4 <u>Jessica Dow</u>	<u>Business Administrator II</u>

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RFA-2024-DBH-03-COLDW

Project Title Cold Weather Shelter Program

	Maximum Points Available	Tri County CAP (Carroll)	Tri County CAP (Coos)	Tri County CAP (Grafton)	Way Station (Carroll)
Technical					
Capacity (Q1)	20	15	18	18	18
Collaboration (Q2)	40	28	35	35	40
Experience (Q3)	20	18	18	19	19
Knowledge (Q4)	20	18	19	19	20
TOTAL POINTS	100	79	90	91	97

TOTAL PROPOSED VENDOR COST *Not Applicable - No Cost Proposal for RFA*

Reviewer Name

1 Travis Newton

2 Robert Waters

3 Carole Totzkay, MS, CHES

4 Jessica Dow

Title

Homeless Outreach Service Coordinator

Shelter Administrator

Public Health Preparedness Planner

Business Administrator II

Subject: Cold Weather Shelter Program (RFA-2024-DBH-03-COLDW-04)

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

AGREEMENT

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

GENERAL PROVISIONS**I. 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 Southwestern Community Services, Inc.		1.4 Contractor Address 63 Community Way Keene, NH 03431	
1.5 Contractor Phone Number 603-352-7512	1.6 Account Number 05-95-42-423010- 63850000-102-500731	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$140,000
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: Beth Daniels Date: 8/22/2023		1.12 Name and Title of Contractor Signatory Beth Daniels Chief Executive Ofi	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 8/22/2023		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: <u>Robyn Guanno</u> On: 8/22/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

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 October 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 three (3) 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.

DS
BV

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide cold weather shelter services to individuals and families who:

Are in need of appropriate shelter in NH during winter and the cold weather months; and

1.1.1. Meet the criteria of 'Literally Homeless' as follows:

1.1.1.1. Has a primary nighttime residence that is a public or private place not meant for human habitation;

1.1.1.2. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

1.1.1.3. Is exiting an institution where they resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

1.2. The Contractor must ensure services are available in Cheshire and Sullivan Counties.

1.3. The Contractor must provide access to emergency shelter and related services specifically to provide safety in cold weather, to those experiencing homelessness as described in Section 1.1., and who are unable to access year-round emergency shelter services. The Contractor must:

1.3.1. Ensure that community plans that include a cold weather shelter must have shelter designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep during the winter and cold weather months.

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

1.3.3. Provide a low-barrier shelter, with no pre-conditions for entry during cold weather. Terminations from shelter must only be due to safety concerns.

1.3.4. Ensure services are provided in a facility in accordance with Section 3.4. Operation of Facilities, that includes at a minimum:

1.3.4.1. Building maintenance and repair;

ds
BD

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT B

- 1.3.4.2. Security systems;
 - 1.3.4.3. Heating equipment;
 - 1.3.4.4. Property and business insurance;
 - 1.3.4.5. Utilities and furnishings; and
 - 1.3.4.6. Bathrooms.
- 1.4. The Contractor must evaluate and assess appropriate housing needs throughout the counties as identified in Section 1.2. If a centralized building is not accessible for the entire counties or logical given the geographic location, the Contractor must provide alternatives to a centralized shelter.
 - 1.5. The Contractor must refer clients to the appropriate Regional Access Point for supportive services.
 - 1.6. The Contractor must engage with all municipalities, related providers, and other stakeholders in the counties as identified in Section 1.2. The Contractor must:
 - 1.6.1. Be flexible and reflective of the needs of the particular counties, and include a mix of responses, including, but not limited to:
 - 1.6.1.1. Partial funding of a cold weather shelter.
 - 1.6.1.2. Hotel stays.
 - 1.6.1.3. Other alternatives to provide shelter.
 - 1.6.1.4. Coordination of referrals to related services.
 - 1.6.1.5. Transportation to shelter solution.
 - 1.6.2. Coordinate with the municipal welfare director(s) within the counties served to leverage funds in order to serve all people experiencing homelessness who present for services.
 - 1.6.3. Build off of existing resources for such services and not replace what a community is responsible to provide under RSA 165.
 - 1.7. The Contractor must enter client data into the Homeless Management Information System, as described in the NH HMIS Policy and Procedure Manual.
 - 1.8. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
 - 1.9. The Contractor must participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
 - 1.10. The Contractor must facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to financial files.

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

1.11. Reporting

1.11.1. The Contractor must submit monthly reports via the Department's designated Homeless Management Information System (HMIS) reporting system, which include, but are not limited to:

1.11.1.1. Number of people served each month.

1.11.1.2. Cumulative number of people served.

1.11.1.3. Number of referrals to Regional Access Point.

1.11.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.12. Background Checks

1.12.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.12.1.1. A criminal background check, at the Contractor's expense; and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.12.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;

1.12.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;

1.13. Privacy Impact Assessment

1.13.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.13.1.1. How PII is gathered and stored;

DS
BD

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 1.13.1.2. Who will have access to PII;
 - 1.13.1.3. How PII will be used in the system;
 - 1.13.1.4. How individual consent will be achieved and revoked; and
 - 1.13.1.5. Privacy practices.
- 1.13.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.
- 1.14. Department Owned Devices, Systems and Network Usage
- 1.14.1.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:
 - 1.14.1.2. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
 - 1.14.1.3. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
 - 1.14.1.4. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 1.14.1.5. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
 - 1.14.1.6. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 1.14.1.7. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

DS
BD

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT B

- 1.14.1.8. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.14.1.9. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.14.1.10. Agree when utilizing the Department's email system:
 - 1.14.1.10.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 1.14.1.10.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.14.1.10.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 1.14.1.11. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
- 1.14.1.12. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
- 1.14.1.13. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.
- 1.14.1.14. Contractor agrees, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal

DS
BD

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.15. Contract End-of-Life Transition Services

1.15.1. General Requirements

1.15.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient". Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.15.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

- 1.15.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
 - 1.15.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
 - 1.15.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
 - 1.15.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit D: DHHS Information Security Requirements.
- 1.15.2. Completion of Transition Services
- 1.15.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
 - 1.15.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit D: DHHS Information Security Requirements.

1.15.3. Disagreement over Transition Services Results

os
BD

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

1.15.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. 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.

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

3.2.1. 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.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

- 3.4.1. 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.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. 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.
 - 4.1.2. 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

DS
BD

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

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.

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

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.

OS
BD

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT C

Payment Terms:

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. 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.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to housingsupportsinvoices@dhhs.nh.gov or mailed to:
Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. 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.

DS
BD

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT C

7. 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.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. 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.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$2,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall 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.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

DS
BD

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <i>Southwestern Community Services, Inc.</i> Budget Request for: <i>Cold Weather Shelter Program</i> Budget Period <i>SFY 2024 (10/1/23-6/30/24)</i> Indirect Cost Rate (if applicable) <i>12.00%</i>		
Line Item	Program Cost - Cheshire County	Program Cost - Sullivan County
1. Salary & Wages	\$0	\$0
2. Fringe Benefits	\$0	\$0
3. Consultants	\$0	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)		
<i>Direct Client Services</i>	\$33,951	\$53,571
<i>Cold Weather Gear and Supplies</i>	\$41,975	\$0
<i>Administrative / Operations Support</i>	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$75,926	\$53,571
Total Indirect Costs	\$4,074	\$6,429
TOTAL	\$80,000	\$60,000
COMBINED TOTAL		\$140,000

03
BD

8/22/2023

New Hampshire Department of Health and Human Services

Exhibit D

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

Contractor Initials

^{DS}
BD

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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.

Contractor Initials

DS
BD

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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.

Contractor Initials

OS
BD

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

Contractor Initials

^{DS}
BD

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

Contractor Initials

OS
BD

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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

Contractor Initials

os
BD

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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/doi/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.

Contractor Initials

DS
BD

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431,300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

Contractor Initials

DS
BD

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

This Amendment to the Cold Weather Shelter Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Lakes Region Mental Health Center, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item #47), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$175,000
3. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget, Amendment #1.
4. Add Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/17/2024

Date

DocuSigned by:

Katja S. Fox

Name: Katja S. Fox

Title: Director

The Lakes Region Mental Health Center, Inc.

5/16/2024

Date

DocuSigned by:

Margaret M. Pritchard

Name: Margaret M. Pritchard

Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/20/2024

Date

DocuSigned by:
Robyn Quinno

Name: 748734844941480...

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services Complete one budget form for each budget period.	
Contractor Name:	The Lakes Region Mental Health Center, Inc.
Budget Request for:	Cold Weather Shelter Program
Budget Period:	SFY 2025 (7/1/24 - 6/30/25)
Indirect Cost Rate (If applicable):	9.09%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$51,650
2. Fringe Benefits	\$5,165
3. Consultants	
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	
5.(a) Supplies - Educational	
5.(b) Supplies - Lab	
5.(c) Supplies - Pharmacy	
5.(d) Supplies - Medical	
5.(e) Supplies Office	\$1,800
6. Travel	\$600
7. Software	
8. (a) Other - Marketing/Communications	
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	
<i>Other-Occupancy Utilities/Cleaning/Pest</i>	\$13,909
<i>Other-Household Supplies</i>	\$1,800
<i>Other-Internet/Phones</i>	\$1,500
<i>Other-Food</i>	\$7,000
<i>Other-Insurance</i>	\$240
<i>Other-Homeless Documentation Support</i>	\$1,200
<i>Other -Miscellaneous (Includes Background Checks)</i>	\$1,500
9. Subrecipient Contracts	
Total Direct Costs	\$86,364
Total Indirect Costs	\$8,636
TOTAL	\$95,000


 Contractor Initials: MAM
 Date: 5/16/2024

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE LAKES REGION MENTAL HEALTH CENTER, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 14, 1969. 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: 64124

Certificate Number: 0006660761



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

Peter J. Minkow, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Lakes Region Mental Health Center, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 7, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Margaret M. Pritchard, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Lakes Region Mental Health Center, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority 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: May 7, 2024



Signature of Elected Officer

Name: Peter J. Minkow

Title: Vice President, LRMHC



Lakes Region Mental Health Center

Mission Vision & Values

Lakes Region Mental Health Center's **mission** is to provide integrated mental and physical health care for people with mental illness while creating wellness and understanding in our community.

(Revised & Approved by the Board of Directors, 10/25/22)

Our Vision

Lakes Region Mental Health Center is the community leader providing quality, accessible and integrated mental and physical health services, delivered with dedication and compassion.

(Revised & Approved by the Board of Directors, 10/25/22)

Our Values

<u>RESPECT</u>	We conduct our business and provide services with respect and professionalism.
<u>ADVOCACY</u>	We advocate for those we serve through enhanced collaborations, community relations and political action.
<u>INTEGRITY</u>	We work with integrity and transparency, setting a moral compass for the agency.
<u>STEWARDSHIP</u>	We are effective stewards of our resources for our clients and our agency's health.
<u>EXCELLENCE</u>	We are committed to excellence in all programming and services.
<u>DIVERSITY</u>	We are dedicated to providing a welcoming, inclusive atmosphere for everyone, where all voices are heard and diversity is celebrated.

The Lakes Region Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2023

	<u>Pages</u>
INDEPENDENT AUDITOR'S REPORT	
FINANCIAL STATEMENTS	
Statement of Financial Position	1
Statement of Activities and Changes in Net Assets	2
Statement of Cash Flows	3
Notes to Financial Statements	4
SUPPLEMENTAL INFORMATION	
Analysis of Accounts Receivable	14
Analysis of BBH Revenues, Receipts and Receivables	15
Statement of Functional Public Support and Revenues	16
Statement of Functional Expenses	17



Kittell Branagan & Sargent

Certified Public Accountants

Vermont License #167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of The Lakes Region Mental Health Center, Inc.

Opinion

We have audited the accompanying financial statements of The Lakes Region Mental Health Center Inc., which comprise the statement of financial position as of June 30, 2023, and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Lakes Region Mental Health Center Inc., as of June 30, 2023, 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. 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 The Lakes Region Mental Health Center 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 opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Lakes Region Mental Health Center, Inc., 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 will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

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

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Analysis of Accounts Receivables, the Analysis of BBH Revenues, Receipts & Receivables and schedules of functional public support, revenues, and expenses on pages 14-17 are presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell, Branagan + Sargent

St. Albans, Vermont
September 12, 2023

The Lakes Region Mental Health Center, Inc.

STATEMENT OF FINANCIAL POSITION

For the Year Ended June 30, 2023

ASSETS

CURRENT ASSETS

Cash	\$ 4,627,396
Investments	2,494,485
MOE cash reserve	155,000
Accounts receivable (net of \$675,000 allowance)	1,010,671
Prepaid expenses and other current assets	<u>222,191</u>

TOTAL CURRENT ASSETS	<u>8,509,743</u>
----------------------	------------------

PROPERTY AND EQUIPMENT - NET	<u>6,790,098</u>
------------------------------	------------------

RIGHT OF USE ASSET	<u>692,527</u>
--------------------	----------------

TOTAL ASSETS	<u>\$ 15,992,368</u>
--------------	----------------------

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 107,331
Current portion long-term debt	160,102
Current portion of operating lease liabilities	130,914
Accrued payroll and related	250,915
Deferred income	118,729
Accrued vacation	506,792
Accrued expenses	<u>196,137</u>

TOTAL CURRENT LIABILITIES	<u>1,470,920</u>
---------------------------	------------------

LONG-TERM DEBT, less current portion

Notes and bonds payable	3,972,272
Less: unamortized debt issuance costs	(77,504)
Operating lease liabilities	<u>561,613</u>

TOTAL LONG-TERM LIABILITIES	<u>4,456,381</u>
-----------------------------	------------------

TOTAL LIABILITIES	<u>5,927,301</u>
-------------------	------------------

NET ASSETS

Net assets without donor restrictions	<u>10,065,067</u>
---------------------------------------	-------------------

TOTAL LIABILITIES AND NET ASSETS	<u>\$ 15,992,368</u>
----------------------------------	----------------------

See Notes to Financial Statements

The Lakes Region Mental Health Center, Inc.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2023

	<u>Net Assets without Donor Restrictions</u>
PUBLIC SUPPORT AND REVENUES	
Public support:	
Federal	\$ 221,623
State of New Hampshire - BBH	1,987,643
Other public support	<u>529,360</u>
Total Public Support	<u>2,738,626</u>
Revenues:	
Program service fees	13,786,939
Rental income	53,679
Other revenue	<u>123,535</u>
Total Revenues	<u>13,964,153</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>16,702,779</u>
EXPENSES	
BBH funded program services:	
Children Services	3,442,254
Multi-service	6,971,740
ACT	1,015,635
Emergency Services	2,338,842
Housing Services	1,702,508
Other Mental Health	655,793
Non-Eligible	74,403
Non-BBH funded program services	<u>346,146</u>
TOTAL EXPENSES	<u>16,547,323</u>
INCREASE IN NET ASSETS FROM OPERATIONS	<u>155,456</u>
OTHER INCOME	
Loss on sale of fixed asset	(1,294)
Investment income	<u>319,469</u>
TOTAL OTHER INCOME	<u>318,175</u>
TOTAL INCREASE IN NET ASSETS	473,631
NET ASSETS, beginning	<u>9,591,436</u>
NET ASSETS, ending	<u>\$ 10,065,067</u>

See Notes to Financial Statements.

The Lakes Region Mental Health Center, Inc.

STATEMENT OF CASH FLOWS

For the Year Ended June 30, 2023

CASH FLOWS FROM OPERATING ACTIVITIES

Increase in net assets	\$ 473,631
Adjustments to reconcile to net cash provided by operations:	
Depreciation and Amortization	445,749
Loss on sale of assets	1,294
Unrealized gain on investments	(161,453)
(Increase) decrease in:	
Accounts receivable	(187,860)
Prepaid expenses	(81,696)
Increase (decrease) in:	
Accounts payable & accrued liabilities	(1,087,795)
Deferred income	<u>(188,090)</u>

NET CASH USED BY OPERATING ACTIVITIES (786,220)

CASH FLOWS FROM INVESTING ACTIVITIES

Purchases of property and equipment	(1,023,345)
Net investment activity	<u>(157,253)</u>

NET CASH USED BY INVESTING ACTIVITIES (1,180,598)

CASH FLOWS FROM FINANCING ACTIVITIES

Principal payments on long-term debt	<u>(435,795)</u>
--------------------------------------	------------------

NET DECREASE IN CASH (2,402,613)

CASH AT BEGINNING OF YEAR 7,185,009

CASH AT END OF YEAR \$ 4,782,396

SUPPLEMENTAL DISCLOSURE

Cash Payments for Interest	<u>\$ 138,704</u>
----------------------------	-------------------

See Notes to Financial Statements

The Lakes Region Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Lakes Region Mental Health Center, Inc. (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs; it is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the Center qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified, as an organization that is not a private foundation under Section 509(a)(2).

Estimates

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

Depreciation

The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight line method. Estimated useful lives range from 3 to 40 years.

State Grants

The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated on a pro-rated basis to the programs.

Income Taxes

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2020, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Revenue

Revenue from federal, state and other sources is recognized in the period earned.

Client Service Revenue

The Center recognizes client service revenue in accordance with ASC Topic 606. Client Service Revenue is reported at the amount that reflects the consideration the corporation expects to receive in exchange for the services provided. These amounts are due from patients or third party payers and include variable consideration for retroactive adjustments, if any, under reimbursement programs. Performance obligations are determined based on the nature of the services provided. Client service revenue is recognized as performance obligations are satisfied. The Center recognized revenue for mental health services in accordance with ASC 606, Revenue for contracts with Customers. The Center has determined that these services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation which is satisfied over time.

The Lakes Region Mental Health Center, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2023

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Client Service Revenue (continued)

The Center receives revenues for services under various third-party payer programs which include Medicaid and other third-party payers. The transaction price is based on standard charges for services provided to residents, reduced by applicable contractual adjustments, discounts, and implicit pricing concessions. The estimates of contractual adjustments and discounts are based on contractual agreements, discount policy, and historical collection experience. The corporation estimates the transaction price based on the terms of the contract with the payer, correspondence with the payer and historical trends.

Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2023 totaled \$12,746,907, of which \$12,461,191 was revenue from third-party payers and \$285,716 was revenue from self-pay clients.

Third Party Contractual Arrangements

A significant portion of patient revenue is derived from services to patients insured by third-party payors. The center receives reimbursement from Medicare, Medicaid, Blue Cross, and other third-party insurers at defined rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when recorded. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

Basis for Presentation

The financial statements of the Center have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). (ASC) 958-205 was effective January 1, 2018.

Under the provisions of the Guide, net assets and revenues and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net asset of the Center and changes therein are classified as follows:

- Net assets without donor restrictions: Net assets that are not subject to donor imposed restrictions and may be expended for any purpose in performing the primary objectives of the Center. The Center's board may designate assets without restrictions for specific operational purposes from time to time.

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

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

The Lakes Region Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payer source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payer source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payers experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

The allowance for doubtful accounts was \$675,000 and \$930,000 for the years ended June 30, 2023 and 2022, respectively. Total patient accounts receivable decreased to \$972,748 as of June 30, 2023 from \$997,085 at June 30, 2022. As a result of changes to payer mix present at year end the allowance as a percentage of total accounts receivable increased to 68% from 67% of total patient accounts receivable.

Advertising

Advertising costs are expensed as incurred. Total costs were \$78,436 at June 30, 2023 and consisted of \$24,214 for recruitment and \$54,222 for agency advertising.

New Accounting Standards

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, which supersedes existing guidance for accounting for leases under *Topic 840, Leases*. The FASB also subsequently issues the following additional ASUs, which amend and clarify Topic 842: ASU 2018-01, *Land Easement Practical Expedient for Transitions to Topic 842*; ASU 2018-10, *Codification Improvements to Topic 842, Leases*; ASU 2018-20, *Narrow-scope Improvements for Lessors*; and ASU 2019-01, *Leases (Topic 842): Codification Improvements*. The most significant change in the new leasing guidance is the requirement to recognize the right-to-use (ROU) assets and lease liabilities for operating leases on the balance sheet.

The Center elected to adopt these ASUs effective July 1, 2022 and utilized all of the practical expedients. The adoption had a material impact on the Center's balance sheet but did not have a material impact on the income statement. The most significant impact was the recognitions of ROU assets and lease liabilities for operating leases. The accounting for finance leases remained substantially unchanged. Adoption of the standard required the Center to restate amounts as of July 1, 2022, resulting in an increase in operating lease ROU assets of \$748,966, and increase in operating lease liabilities of \$748,966.

The Lakes Region Mental Health Center, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2023

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations (MCOs) for services rendered to Medicaid clients. Payments for these services are received in the form of monthly capitation amounts that are predetermined in a contractual agreement with the MCOs.

Approximately 87% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the year ended June 30, 2023.

Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

As part of the contractual arrangement with the MCOs, the Center is required to provide a specific amount of services under an arrangement referred to as a Maintenance of Effort (MOE). Under the MOE, if levels of service are not met the Center may be subject to repayment of a portion of the revenue received. The MOE calculation is subject to interpretation and a source of continued debate and negotiations with MCOs. This MOE calculation may result in a liability that would require a payback to the MCOs. For the year ended June 30, 2023, the Center has estimated that it missed all three MOE requirements with the MCO's and has estimated a total payback of \$155,000 which is recorded as an accrued expense.

NOTE 3 PROPERTY AND EQUIPMENT

The Center elects to capitalize all purchases with a useful life of greater than one year and a cost of \$2,000 or more. Property and equipment, at cost, consists of the following:

Land	\$ 573,142
Buildings and improvements	6,491,398
Computer equipment	1,579,941
Furniture, fixtures and equipment	694,124
Vehicles	165,442
Artwork	26,925
Construction in progress	660,369
	<hr/>
	10,191,341
Accumulated depreciation	(3,401,243)
	<hr/>
NET BOOK VALUE	<u>\$ 6,790,098</u>

The Lakes Region Mental Health Center, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2023

NOTE 4 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE – TRADE

Due from clients	\$ 235,140
Receivable from insurance companies	378,982
Medicaid receivables	187,266
Medicare receivables	<u>171,360</u>
	972,748
Allowance for doubtful accounts	<u>(675,000)</u>
Total Receivable - Trade	<u>297,748</u>

ACCOUNTS RECEIVABLE – OTHER

Bridge Subsidy	110,487
HUD	4,446
BBH - Bureau of Behavioral Health	456,367
Concord Hospital	50,097
Merrimack County Dept. of Corrections	36,596
Other Grants and Contracts	<u>54,930</u>
Total Receivable - Other	<u>712,923</u>

TOTAL ACCOUNTS RECEIVABLE \$ 1,010,671

NOTE 5 LINE OF CREDIT

During the year, the Center had available a line of credit with an upper limit of \$1,000,000 with a local area bank which expired on June 9, 2023. There had been \$-0- borrowed against the line of credit. The funds were available at a variable rate of interest, with a floor no less than 4.0% per annum. The availability under this line was limited to 70% of the current market value of the Vanguard Funds which have been pledged to the local area bank. The line of credit was renewed subsequent to year end, in August 2023, with terms consistent to the previous line of credit.

NOTE 6 LETTER OF CREDIT

The Center has a \$162,671 letter of credit with a bank which expired on September 7, 2023 and the Center was released from the Letter of Credit in August 2023. At June 30, 2023 there were no advances made against this letter of credit.

The Lakes Region Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
 June 30, 2023

NOTE 7 LEASES

The Center entered into a commercial lease agreement to lease a building. The lease is for a five-year period beginning February 1, 2023, and adjusted annually to the increase in the cost of living as measured by the Consumer Price Index.

The following summarizes the line items in the balance sheets which include amounts for operating and finance leases as of June 30, 2023:

Operating Lease

Operating lease right-of-use-assets, net	<u>\$ 692,527</u>
Other current liabilities	\$ 130,914
Other long-term liabilities	<u>561,613</u>
	<u>\$ 692,527</u>

The following summarizes the weighted average remaining lease term and discount rate as of June 30, 2023:

Weighted Average Remaining Lease Term

Operating Lease	4.5 Years
-----------------	-----------

Weighted Average Discount Rate

Operating Lease	7.75%
-----------------	-------

The maturities of lease liabilities as of June 30, 2023 were as follows:

Years Ending June 30,:	
2024	\$ 180,000
2025	180,000
2026	180,000
2027	180,000
2028	<u>105,000</u>
Total Lease Payments	825,000
Less Amount Representing Interest	<u>(132,473)</u>
Present Value of Minimum Lease Payments	<u>\$ 692,527</u>

The following summarizes the line items in the income statements which include the components of lease expense for the year ended June 30, 2023:

Operating lease expense included in SG&A	<u>\$ 75,000</u>
--	------------------

The Lakes Region Mental Health Center, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2023

NOTE 7 LEASES (continued)

The following summarizes cash flow information related to leases for the year ended June 30, 2023:

Cash paid for amounts included in the measurement of lease liabilities:

Operating cash flows from operating leases	<u>\$ 75,000</u>
--	------------------

NOTE 8 EMPLOYEE BENEFIT PLAN

The Center has the option to make contributions to a defined contribution 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2023 the total contributions into the plan were \$172,919. Total administrative fees paid into the plan for the year ended June 30, 2023 were \$10,000.

NOTE 9 LONG-TERM DEBT

As of June 30, 2023, long-term debt consisted of the following:

2.97% bond payable - Meredith Village Savings Bank due in monthly installments of \$19,288 (principal and interest). Secured by building, due June, 2047.	\$ 3,858,384
4.45% note payable - Meredith Village Savings Bank due in monthly installments of \$3,427 (principal and interest). Secured by building, due November, 2040.	198,874
4.45% note payable - Meredith Village Savings Bank due in monthly installments of \$993 (principal and interest). Secured by building due November, 2030.	<u>75,116</u>
	4,132,374
Less: Current Portion	<u>(160,102)</u>
Total long-term debt	3,972,272
Less: Unamortized debt issuance costs	<u>(77,504)</u>
Total Long-Term Debt net with Related Costs	<u>\$ 3,894,768</u>

The Lakes Region Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
 June 30, 2023

NOTE 9 LONG-TERM DEBT (continued)

Expected maturities for the next five years and thereafter are as follows:

Year Ending June 30,	
2024	\$ 160,102
2025	165,620
2026	171,275
2027	177,128
2028	183,191
Thereafter	<u>3,275,058</u>
	<u>\$ 4,132,374</u>

The total amount of interest expense incurred during the year was \$138,424, all of which was charged to expense for the year ended June 30, 2023.

NOTE 10 CONTINGENT LIABILITIES

The Center receives money under various State and Federal grants. Under the terms of these grants, the Center is required to use the money within the grant period for purposes specified in the grant proposal and is subject to compliance reviews and audits by the grantor agencies. It is the opinion of management that any liability, resulting from future grantor agency audits of completed grant contracts, would not be material in relation to the overall financial statements.

NOTE 11 INVESTMENTS

Investments consist of amounts invested in various Vanguard Equity and Bond Funds. At June 30, 2023, the status of these funds were as follows:

	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market</u>
Large Blend	\$ 620,424	\$ 348,966	\$ 969,390
Health	392,277	63,744	456,021
Large Growth	183,323	(13,177)	170,146
Mid-Cap Value	290,949	205,508	496,457
Short-Term Bond	<u>325,077</u>	<u>77,394</u>	<u>402,471</u>
	<u>\$ 1,812,050</u>	<u>\$ 682,435</u>	<u>\$ 2,494,485</u>

The Lakes Region Mental Health Center, Inc.

NOTES TO FINANCIAL STATEMENTS

June 30, 2023

NOTE 11 INVESTMENTS (continued)

The related unrealized gain (losses) have been included in the investment income line on the accompanying statement of activities. Investment income is as follows:

Interest and Dividends	\$ 34,676
Realized Gains	123,340
Unrealized Gains	<u>161,453</u>
	<u>\$ 319,469</u>

NOTE 12 FAIR VALUE MEASUREMENTS

Professional accounting standards require a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under these professional accounting standards are described below:

Basis of Fair Value Measurement

- Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.
- Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2023. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 13 CONCENTRATIONS OF CREDIT RISK

At June 30, 2023, the bank balance of cash deposits totaled \$4,784,853 of which \$352,153 was insured by Federal Deposit Insurance, \$281,442 was offset by debt, \$4,151,258 was offset by the sweep account leaving none uninsured at June 30, 2023.

The Lakes Region Mental Health Center, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2023

NOTE 13 CONCENTRATIONS OF CREDIT RISK (continued)

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2023 is as follows:

Due from clients	24 %
Insurance companies	39
Medicaid	19
Medicare	<u>18</u>
	<u>100 %</u>

NOTE 14 LIQUIDITY

The following reflects the Center's financial assets available within one year of June 30, 2023 for general expenditures:

Cash	\$ 4,627,396
Investments	2,494,485
Accounts receivable	<u>1,010,671</u>
	<u>\$ 8,132,552</u>

Restricted deposits and reserves are restricted for specific purposes and therefore not available for general expenditures.

As part of the Center's liquidity management, it has a policy to structure its financial assets available as its general expenditures, liabilities and other obligations come due.

NOTE 15 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 12, 2023, which is the date the financial statement was available to be issued. All events requiring recognition as of June 30, 2023, have been incorporated into the financial statements herein.

SUPPLEMENTARY INFORMATION

The Lakes Region Mental Health Center, Inc.
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2023

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Bad Debts and Other Charges	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	108,497	\$ 759,909	\$ (474,193)	\$ -	\$ (159,073)	\$ 235,140
BLUE CROSS / BLUE SHIELD	131,586	796,134	(439,144)	-	(376,204)	112,372
MEDICAID	161,956	22,160,370	(11,122,749)	-	(11,012,311)	187,266
MEDICARE	260,689	1,213,691	(696,221)	-	(680,467)	171,360
OTHER INSURANCE	334,357	1,247,546	(698,436)	-	(543,189)	266,610
ALLOWANCE FOR DOUBTFUL ACCOUNTS	<u>(930,000)</u>			<u>255,000</u>		<u>(675,000)</u>
TOTAL	<u>\$ 67,085</u>	<u>\$ 26,177,650</u>	<u>\$ (13,430,743)</u>	<u>\$ 255,000</u>	<u>\$ (12,771,244)</u>	<u>\$ 297,748</u>

The Lakes Region Mental Health Center, Inc.
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES
 For the Year Ended June 30, 2023

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) From BBH End of Year
CONTRACT YEAR, June 30, 2023	\$ 334,622	\$ 2,107,643	\$ (1,985,898)	\$ 456,367

Analysis of Receipts

Date of Receipt Deposit Date	Amount
07/15/22	\$ 16,543
07/18/22	7,707
08/02/22	19,702
08/03/22	180,211
08/10/22	18,046
08/26/22	45,073
08/29/22	10,341
09/22/22	185,436
10/13/22	37,000
10/19/22	178,388
10/25/22	1,073
10/26/22	45,389
11/08/22	8,044
11/09/22	69,035
11/22/22	36,244
11/23/22	28,077
11/29/22	36,005
12/09/22	18,019
12/13/22	93,886
12/29/22	1,474
01/03/23	29,119
01/23/23	148
01/24/23	82,241
01/26/23	6,324
01/31/23	77,183
02/02/23	105,942
02/21/23	50,570
02/22/23	7,395
03/02/23	22,447
03/29/23	8,587
04/17/23	127,486
05/04/23	13,819
05/16/23	106,647
05/26/23	12,924
06/02/23	119,369
06/08/23	10,374
06/14/23	66,238
06/16/23	22,219
06/21/23	9,847
06/26/23	1,193
06/28/23	70,133
	<u>\$ 1,985,898</u>

The Lakes Region Mental Health Center, Inc.
 STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
 For the Year Ended June 30, 2023

	Total Agency	Admin.	Total Programs	Children	Multi-Service	ACT	Emergency Services	Supportive Living	Community Residence McGrath	Independent Housing	Other Mental Health	Non Eligible	Non BBH Funded Programs
Program Service Fees:													
Net Client Fee	\$ 285,716	\$ -	\$ 285,716	\$ 72,150	\$ 150,392	\$ 9,610	\$ 28,762	\$ 14,623	\$ -	\$ (73)	\$ 5,488	\$ 4,768	\$ -
Blue Cross/Blue Shield	356,990	-	356,990	118,285	168,519	9,784	41,126	-	-	-	12,696	6,580	-
Medicaid	11,037,621	-	11,037,621	3,161,345	6,323,090	700,309	499,740	157,054	78,345	5,934	92,268	19,536	-
Medicare	517,470	-	517,470	-	439,476	76,229	(23,672)	(58)	-	-	24,887	608	-
Other Insurance	549,110	-	549,110	113,162	307,162	34,925	52,368	800	-	581	34,013	6,119	-
Program Sales:													
Service	1,040,032	-	1,040,032	159,559	258,953	-	168,281	-	-	3,600	-	-	449,639
Public Support - Other:													
United Way	461	461	-	-	-	-	-	-	-	-	-	-	-
Local/County Government	140,720	-	140,720	-	117,720	-	-	-	-	-	-	23,000	-
Donations/Contributions	81,578	81,478	100	-	-	-	-	100	-	-	-	-	-
Other Public Support	306,601	68,867	239,734	66,685	106,259	13,078	(279)	32,635	-	16,825	4,531	-	-
Federal Funding:													
HUD Grant	101,623	-	101,623	-	-	-	-	101,623	-	-	-	-	-
Other Federal Grants	120,000	120,000	-	-	-	-	-	-	-	-	-	-	-
Rental Income	53,679	17,622	38,057	-	-	-	-	31,833	4,224	-	-	-	-
BBH & DS:													
Community Mental Health	1,987,643	5,000	1,982,643	16,964	26,999	237,500	1,123,922	-	148,088	267,366	161,806	-	-
Interest Income	3,883	3,883	-	-	-	-	-	-	-	-	-	-	-
Other Revenues	119,652	65,733	53,919	-	3,822	-	14,023	-	-	-	-	-	36,074
Administration	16,702,779	361,045	16,341,735	3,708,150	7,902,392	1,081,435	1,904,271	338,810	230,655	294,213	335,687	60,609	485,713
		(361,045)	361,045	81,926	174,590	23,893	42,073	7,481	5,096	6,500	7,416	1,339	10,731
TOTAL PUBLIC SUPPORT AND REVENUES	\$ 16,702,779	\$ -	\$ 16,702,780	\$ 3,790,076	\$ 8,078,982	\$ 1,105,328	\$ 1,946,344	\$ 346,091	\$ 235,751	300,713	343,103	\$ 81,948	\$ 496,444

The Lakes Region Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2023

	Total Agency	Administration	Programs	Children	Mental Services	ACT	Emergency Services	Supportive Living Summer	Community Residence (MOCHA)	Independent Housing	Other Mental Health	Non-Emerg	Non-BBH Funded Programs
Personnel Costs:													
Salary and wages	\$ 10,386,738	\$ 1,240,329	\$ 9,146,430	\$ 1,937,924	\$ 3,807,453	\$ 74,964	\$ 1,405,745	\$ 584,404	\$ 12,565	\$ 198,029	\$ 387,953	\$ 43,561	\$ 272,832
Employee benefits	2,486,215	182,024	2,304,191	485,049	1,072,149	140,504	340,772	152,022	438	38,733	85,108	8,596	17,440
Payroll Taxes	740,930	78,358	662,572	128,232	288,953	41,282	107,545	41,339	851	15,068	31,048	3,287	8,861
PROFESSIONAL FEES AND CONSULTANTS:													
Accounting/audit fees	82,469	82,469	2,852	-	-	-	-	-	2,652	-	-	-	-
Legal fees	41,934	39,302	87,527	5,250	4,800	731	1,748	82,268	638	230	271	-	1,581
Other professional fees	106,394	68,687	-	-	-	-	-	-	-	-	-	-	-
Staff Development & Training:													
Journals & publications	5,401	7	5,394	985	2,876	356	757	332	-	83	142	3	-
In-Service training	34,870	1,388	33,472	8,986	13,413	2,236	4,889	2,333	-	648	967	38	-
Conferences & conventions	66,378	3,332	63,044	12,271	29,019	2,229	4,488	3,135	-	1,271	10,122	49	-
Other staff development	54,751	184	54,567	10,334	27,939	2,354	3,493	5,234	-	1,352	3,888	172	-
Occupancy costs:													
Rent	112,356	4,821	107,535	1,985	4,296	665	1,995	2,926	89,000	266	266	286	-
Mortgage (Interest)	138,424	33,393	105,031	44,587	49,308	5,889	1,895	8,138	-	40	2,207	1,020	-
Heating/Cooling	23,981	3,268	20,713	4,686	5,470	614	797	9,138	-	-	282	176	-
Other Utilities	75,472	15,128	60,344	19,622	21,670	2,480	2,480	15,059	-	-	1,004	488	-
Maintenance & repairs	251,989	58,331	192,638	83,337	73,351	9,104	18,242	21,188	4,286	246	3,218	1,286	-
Taxes	394	118	276	118	134	20	-	-	-	-	-	-	-
Consumable Supplies:													
Office	32,968	10,542	22,126	8,207	8,908	1,142	3,335	669	1,288	145	383	71	-
Building/Household	39,008	2,221	36,787	5,214	10,394	1,618	4,120	6,820	7,161	534	817	311	-
Medical	8,177	-	8,177	629	7,108	-	-	-	440	-	-	-	-
Other	384,794	45,687	348,907	74,534	150,642	22,560	55,864	24,348	5,581	6,989	6,098	501	-
Depreciation-Equipment	227,670	56,783	170,887	63,474	88,878	10,003	1,883	2,782	-	251	2,730	855	-
Depreciation-Building	218,078	48,984	169,095	82,411	68,945	8,184	-	24,955	-	35	3,125	1,892	-
Equipment rental	44,140	8,848	35,191	15,007	18,628	1,325	281	113	-	-	860	652	-
Advertising	78,746	9,808	68,938	14,078	31,493	4,405	10,829	4,900	100	1,480	1,475	(116)	-
Telephone/Communications	228,632	14,407	214,225	42,337	80,478	12,518	43,962	22,166	2,789	3,374	5,902	585	-
Postage/shipping	11,523	1,048	10,474	2,367	4,774	597	1,362	591	-	189	299	95	-
Transportation:													
Staff	202,104	3,620	198,484	40,841	85,889	26,047	7,480	8,797	-	23,861	5,827	142	-
Client services	12,298	-	12,298	-	12,298	-	-	-	-	-	-	-	-
Assist to individuals:													
Client services	37,140	-	37,140	15,038	15,861	239	-	4,887	173	127	707	-	-
Insurance:													
Malpractice/bonding	20,590	1,538	19,052	3,779	6,178	1,211	2,838	1,252	960	393	425	16	-
Vehicles	7,443	128	7,315	385	5,790	128	385	564	-	51	51	51	-
Comp. Property/ liability	108,163	26,237	81,926	30,080	36,518	4,519	2,421	5,866	-	305	1,634	593	-
Membership Dues	57,170	12,174	44,996	9,472	20,205	3,032	7,060	3,133	-	871	1,078	44	-
Other Expanses	133,690	89,665	24,025	4,055	8,238	1,566	2,749	1,424	5,205	471	412	15	-
Ampl. Allocation	18,520,966	2,140,293	14,380,639	2,981,534	6,028,879	882,650	2,032,900	1,042,632	140,163	286,591	508,925	64,681	300,822
	29,397	(1,102,959)	2,189,882	420,720	812,861	132,883	288,232	197,118	21,118	44,686	83,894	8,742	49,374
TOTAL PROGRAM EXPENSES	\$ 18,347,233	\$ 1,037,331	\$ 17,309,902	\$ 3,402,254	\$ 6,971,740	1,015,033	\$ 2,321,842	\$ 1,089,850	\$ 161,281	\$ 341,277	\$ 659,793	\$ 74,429	\$ 346,146



Lakes Region Mental Health Center

The Lakes Region Mental Health Center, Inc.
Board of Directors
April, 2024

POSITON	NAME
President	Laura LeMein
Vice President	Peter J. Minkow
Treasurer	Kyril Mitchell
Secretary	Rev. Judith Wright
Member-At-Large	Patricia Bailey
Member-At-Large	Marsha Bourdon
Member-At-Large	Wendy Chase
Member-At-Large	Ann Nichols
Member-At-Large	Steve Orton
Member-At-Large	Deborah Pendergast
Member-At-Large	Kaitlyn Salmome
Member-At-Large	Matt Soza
Member-At-Large	Jannine Sutcliffe
Member-At-Large	Gloria Thorington
Member-At-Large	Timothy Whitman

Respect

Advocacy

Integrity

Stewardship

Excellence

Margaret M. Pritchard, BS, MS

Objective: Promoting the expansion and integration of health care in New Hampshire

Lakes Region Mental Health Center, Laconia, NH

2007-Present

Chief Executive Officer

LRMHC is one of ten community mental health centers in New Hampshire. Established in 1966 the center serves approximately 4,000 patients annually with approximately 190 staff and a \$13 million dollar budget.

- o Responsible for the overall administration, planning, development, coordination and evaluation of all operations of the agency
- o Responsible for all contract development and negotiations
- o Ensures a successful, client-oriented community mental health organization
- o Has oversight responsibility for the financial viability and legal obligations of LRMHC
- o Organizational strategy and planning with senior leadership and board of directors
- o Lead advocate for federal and state legislation, company spokesperson
- o SAMSHA Grant – integrated care established in partnership with two local FQHC(s)
- o Oversaw \$5.1 million dollar purchase and renovation of facility

Community Partners, Dover

2001-2007

Chief Operating Officer

Community Partners is a non-profit organization designated by the State of New Hampshire as the Community Mental Health Center and the Area Agency for Developmental Services for Strafford County, NH. The agency offers an array of services to individuals and families along with early supports and services for infants and young children with developmental disabilities.

- o Implemented and maintained a cohesive corporate identity between two previously separate organizations
- o Responsible for incorporating \$7 million dollar CMHC operations into an existing developmental services agency
- o Establish and monitor revenue projects for all mental health services
- o Clinical oversight of all medical and psychiatric services

Genesis Behavioral Health, Laconia, NH (Known now as LRMHC – see above)

2000-2001

Director, Clinical Operations

- o Established multidisciplinary teams and set standards of care
- o Monitored contractor agreements and MOU(s)
- o Established revenue projections for \$5 million dollar operation
- o Supervised all clinical directors and program development
- o Served on community boards and committees
- o Recruitment of medical staff

Riverbend Community Mental Health Center, Concord, NH

1994-2000

Director, Community Support Program

Riverbend was founded in 1963 and is one of ten community mental health centers in New Hampshire. Riverbend is an affiliate of Capital Region Health Care and is a member of the NH Community Behavioral Health Association.

- o Established and ensured full range of services for adults with psychiatric disabilities
- o Developed programmatic policies and procedures with Quality Assurance Department
- o Established productivity expectations consistent with budget target of approximately \$4 million dollars
- o Monitored and implemented quality assurance standards to satisfy regulators including NH DBH, Medicaid, Medicare, NHHFA, etc
- o Established an office of consumer affairs and created a committee of consumers and staff to give feedback and direction relative to department performance

Greater Manchester Mental Health Center, Manchester, NH

1992-1994

Director, Emergency Services

Greater Manchester Mental Health Center is a private, nonprofit community mental wellness center. Since 1960, GMMHC has been serving children, teens, adults and seniors from the greater Manchester area, providing help and treatment regardless of age, diagnosis or ability to pay.

- o Managed the 24-hour emergency care and psychiatric assessments
- o Provided crisis intervention and emergency care to people in acute distress
- o Recruited, trained and supervised department personnel
- o Liaison to local police, hospitals, homeless shelters and refugee centers

Manager: Crisis Care Unit/SRO/Respite Care/Shared Apartment Program

1982-1985

- o Supervised and trained direct care staff, implementing treatment related to independent living skills and community-based living
- o Screened and assessed patients for appropriate services and placement
- o Liaison with local housing authority and police
- o Wrote and implemented residential service plans for 40 psychiatrically disabled adults

Community Council of Nashua, Nashua, NH

1989-1992

Director, Community Education (Known now as The Greater Nashua MHC & Community Council)

Established in 1920 as a welfare office and then as a community mental health center in 1967. This was a newly created position which focused on building community bridges with the organization.

- o Developed and implemented agency-wide staff development plan
- o Authored grants and responded to RFP's for special projects promoting education and prevention services
- o Developed a curriculum with NAMI-NH to support parents of adult children with SPMI/SMI

NE Non-Profit Housing, Manchester, NH

1986-1989

Social Worker

The agency mission was to develop and expand low income housing options in the greater Manchester area.

- o Property management and general contractors for CDBH/"Mod Rehab" housing projects
- o Co-authored grant for \$2.5 million dollar HUD grant for "Women in Transition"
- o Conducted housing inspections and worked with code department and local authority to assure compliance standards

Region IV Area Agency, Concord

1986

Case Manager

Designated by NH Department of Developmental Services in the capital region serving the needs of individuals and families affected by cognitive impairments.

- o Developed and monitored treatment plans for 25 developmentally disabled adults

Education: 1998-2000 New England College Henniker, NH
MS Community Mental Health Counseling
1996 Graduated NH Police Standards & Training
Part-time Police Officer
1977-1981 SUNY Brockport Brockport, NY
BS Social Work

Interests: Granite State Critical Incident Street Management Vice President & Coordinator
Navigating Recovery of the Lakes Region - Board Member
Community Health Services Network - Board President

Nicole Fitts

Integrative Program Lead

Education

Arizona State University - BA

Key Skills

Organization
Program Management
Customer Service
Communication
Problem-solving

Objective

An energetic and driven Human Services professional with managerial, organizational, and human relations skills seeks a position to deliver guidance and supportive services with accuracy and efficacy in a challenging environment to boost my learning potential and professional development.

Experience

July 2021- Present

Integrative Program Lead • Lakes Region Mental Health

In my current role at LRMHC, I work with a multidisciplinary team of professionals to assess individual housing needs and preferences for a caseload of fifty clients. This role includes advocacy, knowledge of current resources and referral processes. I also coordinate with landlords, property managers, and housing agencies to ensure that the clients have access to safe and quality housing options. Some of the skills that I use and develop in this role include communication, problem-solving, negotiation, and crisis management.

August 2005- September 2021

Barista/Supervisor • Starbucks

Worked in a team to provide excellent customer service to guests. Supervised team members and provided support to staff to support high and engaged moral. I maintained a calm presence in a fast-paced work environment, and am skilled at prioritizing tasks.

February 2013- May 2013

Internship • New Beginnings

Learned practical skills in the field while in my undergraduate program.

Leadership

Supportive and calm approach to leadership, I am willing to help staff in any situation to feel comfortable and empowered.

References

Available upon request.

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: The Lakes Region Mental Health Center, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Nicole Fitts	Cold Weather Shelter Manager	\$11,600.00	\$58,000.00
Margaret Pritchard	CEO	\$0.00	\$188,999.98
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

ARC



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

47

Lori A. Weaver
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-851-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 21, 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 contracts with the Contractors listed below in an amount not to exceed \$920,000 for the provision of services to assist with the operation of cold weather solutions for individuals and families experiencing homelessness, with the option to renew for up to three (3) additional years, effective October 1, 2023, upon Governor and Council approval, through June 30, 2024. 100% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
County of Merrimack	177435-B001	Merrimack County	\$115,000
County of Strafford	177478-B001	Strafford County	\$55,000
Nashua Soup Kitchen and Shelter, Inc.	174173-P001	Hillsborough County	\$275,000
Southwestern Community Services, Inc.	177511-B001	Cheshire and Sullivan Counties	\$140,000
The Lakes Region Mental Health Center, Inc.	154480-B001	Belknap County	\$80,000
Tri-County Community Action Program, Inc.	177195-B001	Coos and Grafton Counties	\$140,000
Way Station	339623-R001	Carroll County	\$115,000
		Total:	\$920,000

Funds are available in the following accounts for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for the Contractors to assist with the operation of cold weather solutions for individuals and families experiencing homelessness and to assist with the mitigation of negative outcomes of homelessness this upcoming winter. Pursuant to House Bill (HB) 2, Section 564 (2023), funds were made available to each county in the state. Award amounts were determined by the language in HB 2: "The department shall distribute \$1,000,000 to one provider in each county based on 50 percent to be distributed evenly across each county and 50 percent based on the most recent preliminary point-in-time count of those experiencing homelessness in the county." The Department is presenting a complementary sole source agreement with a provider in Rockingham County to ensure statewide access.

Approximately 333 individuals who are experiencing homelessness, who are in need of appropriate shelter during the winter and cold weather months will be served during State Fiscal Year 2024.

The Contractors will provide access to emergency shelter and related services specifically to provide safety in cold weather to individuals and families who are unable to access year-round emergency shelter services. The Contractors will engage with all municipalities and related service providers for their county. They will offer a variety of low-barrier solutions reflective of the needs of the county, such as shelters, hotel stays, warming centers, coordination of referrals to related services and transportation to shelter solutions.

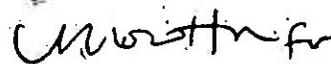
The Department will monitor services by engaging in monthly meetings with the Contractors and reviewing the monthly reports provided by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from June 29, 2023 through July 24, 2023. The Department received 11 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the attached agreements, the parties have the option to extend the agreements for up to three (3) 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 a gap in emergency cold weather services throughout the upcoming winter months, leaving individuals experiencing unsheltered homelessness without the fatality preventions provided by this critical safety net service.

Respectfully submitted,



Lori A. Weaver
Commissioner

05-95-42-423010-63850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIVISION, HOMELESS AND HOUSING, HOMELESS & HOUSING SHELTER FD
100% General Funds

County of Merrimack

Vendor # 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$115,000	\$115,000
		Sub Total		\$0	\$115,000	\$115,000

County of Strafford

Vendor # 177478 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$55,000	\$55,000
		Sub Total		\$0	\$55,000	\$55,000

The Lakes Region Mental Health Center, Inc.

Vendor # 154480 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$80,000	\$80,000
		Sub Total		\$0	\$80,000	\$80,000

Nashua Soup Kitchen and Shelter, Inc.

Vendor # 174173 - P001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$275,000	\$275,000
		Sub Total		\$0	\$275,000	\$275,000

Southwestern Community Services, Inc.

Vendor # 177511 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$140,000	\$140,000
		Sub Total		\$0	\$140,000	\$140,000

Tri-County Community Action Program, Inc.

Vendor # 177195 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$140,000	\$140,000
		Sub Total		\$0	\$140,000	\$140,000

Way Station

Vendor # 339623 - R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$115,000	\$115,000
		Sub Total		\$0	\$115,000	\$115,000

Total	\$0	\$920,000	\$920,000
-------	-----	-----------	-----------

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RFA-2024-DBH-03-COLDW

Project Title Cold Weather Shelter Program

	Maximum Points Available	Community Action Partnership of Strafford County (Strafford)	County of Merrimack (Merrimack)	Lakes Region Mental Health Center, Inc (Belknap)	Nashua Soup Kitchen and Shelter (Hillsborough)	Southwestern Community Services, Inc (Cheshire)	Southwestern Community Services, Inc (Sullivan)	Strafford County (Strafford)
Technical								
Capacity (Q1)	20	18	15	15	20	17	17	20
Collaboration (Q2)	40	40	30	33	35	30	30	40
Experience (Q3)	20	20	15	14	15	16	15	20
Knowledge (Q4)	20	18	14	20	17	18	16	20
TOTAL POINTS	100	96	74	82	87	81	78	100

TOTAL PROPOSED VENDOR COST

Not Applicable - No Cost Proposal for RFA

Reviewer Name	Title
1 <u>Travis Newton</u>	<u>Homeless Outreach Service Coordinator</u>
2 <u>Robert Waters</u>	<u>Shelter Administrator</u>
3 <u>Carole Totzkay, MS, CHES</u>	<u>Public Health Preparedness Planner</u>
4 <u>Jessica Dow</u>	<u>Business Administrator II</u>

**New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet**

Project ID # RFA-2024-DBH-03-COLDW

Project Title Cold Weather Shelter Program

	Maximum Points Available	Tri County CAP (Carroll)	Tri County CAP (Coos)	Tri County CAP (Grafton)	Way Station (Carroll)
Technical					
Capacity (Q1)	20	15	18	18	18
Collaboration (Q2)	40	28	35	35	40
Experience (Q3)	20	18	18	19	19
Knowledge (Q4)	20	18	19	19	20
TOTAL POINTS	100	79	90	91	97

TOTAL PROPOSED VENDOR COST *Not Applicable - No Cost Proposal for RFA*

Reviewer Name	Title
1. Travis Newton	Homeless Outreach Service Coordinator
2. Robert Waters	Shelter Administrator
3. Carole Totzkay, MS, CHES	Public Health Preparedness Planner
4. Jessica Dow	Business Administrator II

Subject: Cold Weather Shelter Program (RFA-2024-DBH-03-COLDW-05)

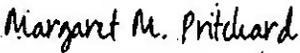
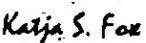
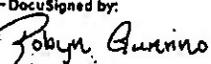
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 The Lakes Region Mental Health Center, Inc.		1.4 Contractor Address 111 Church Street Laconia, NH 03246	
1.5 Contractor Phone Number (603) 524-1100	1.6 Account Number 05-95-42-423010- 63850000-102-500731	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$80,000
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:  Date: 8/22/2023		1.12 Name and Title of Contractor Signatory Margaret M. Pritchard Chief Executive Officer	
1.13 State Agency Signature DocuSigned by:  Date: 8/22/2023		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:  On: 8/30/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

05


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.

Contractor Initials

^{DS}
MMP

Date 8/22/2023

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

Contractor Initials

[Handwritten Signature]

Date 8/22/2023

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

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 October 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 three (3) 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.

DS
MMP

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide cold weather shelter services to individuals and families who:

Are in need of appropriate shelter in NH during winter and the cold weather months; and

1.1.1. Meet the criteria of 'Literally Homeless' as follows:

1.1.1.1. Has a primary nighttime residence that is a public or private place not meant for human habitation;

1.1.1.2. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

1.1.1.3. Is exiting an institution where they resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

1.2. The Contractor must ensure services are available in Belknap County.

1.3. The Contractor must provide access to emergency shelter and related services specifically to provide safety in cold weather, to those experiencing homelessness as described in Section 1.1., and who are unable to access year-round emergency shelter services. The Contractor must:

1.3.1. Ensure that community plans that include a cold weather shelter must have shelter designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep during the winter and cold weather months.

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

1.3.3. Provide a low-barrier shelter, with no pre-conditions for entry during cold weather. Terminations from shelter must only be due to safety concerns.

1.3.4. Ensure services are provided in a facility in accordance with Section 3.4. Operation of Facilities, that includes at a minimum:

1.3.4.1. Building maintenance and repair;

1.3.4.2. Security systems;

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT B

- 1.3.4.3. Heating equipment;
 - 1.3.4.4. Property and business insurance;
 - 1.3.4.5. Utilities and furnishings; and
 - 1.3.4.6. Bathrooms.
- 1.4. The Contractor must evaluate and assess appropriate housing needs throughout the county as identified in Section 1.2. If a centralized building is not accessible for the entire county or logical given the geographic location, the Contractor must provide alternatives to a centralized shelter.
 - 1.5. The Contractor must refer clients to the appropriate Regional Access Point for supportive services.
 - 1.6. The Contractor must engage with all municipalities, related providers, and other stakeholders in the county as identified in Section 1.2. The Contractor must:
 - 1.6.1. Be flexible and reflective of the needs of the particular county, and include a mix of responses, including, but not limited to:
 - 1.6.1.1. Partial funding of a cold weather shelter.
 - 1.6.1.2. Hotel stays.
 - 1.6.1.3. Other alternatives to provide shelter.
 - 1.6.1.4. Coordination of referrals to related services.
 - 1.6.1.5. Transportation to shelter solution.
 - 1.6.2. Coordinate with the municipal welfare director(s) within the county served to leverage funds in order to serve all people experiencing homelessness who present for services.
 - 1.6.3. Build off of existing resources for such services and not replace what a community is responsible to provide under RSA 165.
 - 1.7. The Contractor must enter client data into the Homeless Management Information System, as described in the NH HMIS Policy and Procedure Manual.
 - 1.8. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
 - 1.9. The Contractor must participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
 - 1.10. The Contractor must facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to financial files.
 - 1.11. Reporting

DS
MMP

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 1.11.1. The Contractor must submit monthly reports via the Department's designated Homeless Management Information System (HMIS) reporting system, which include, but are not limited to:
 - 1.11.1.1. Number of people served each month.
 - 1.11.1.2. Cumulative number of people served.
 - 1.11.1.3. Number of referrals to Regional Access Point.
- 1.11.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.12. Background Checks
 - 1.12.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
 - 1.12.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
 - 1.12.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;
 - 1.12.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;
- 1.13. Privacy Impact Assessment
 - 1.13.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 1.13.1.1. How PII is gathered and stored;
 - 1.13.1.2. Who will have access to PII;

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 1.13.1.3. How PII will be used in the system;
- 1.13.1.4. How individual consent will be achieved and revoked; and
- 1.13.1.5. Privacy practices.
- 1.13.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.
- 1.14. Department Owned Devices, Systems and Network Usage
 - 1.14.1.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfillment of this Agreement, each End User must:
 - 1.14.1.2. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
 - 1.14.1.3. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
 - 1.14.1.4. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 1.14.1.5. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
 - 1.14.1.6. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 1.14.1.7. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

DS
MMP

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 1.14.1.8. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.14.1.9. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.14.1.10. Agree when utilizing the Department's email system:
 - 1.14.1.10.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".
 - 1.14.1.10.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.14.1.10.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 1.14.1.11. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
- 1.14.1.12. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
- 1.14.1.13. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.
- 1.14.1.14. Contractor agrees, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal

MMMP

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.15. Contract End-of-Life Transition Services

1.15.1. General Requirements

1.15.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient". Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.15.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the

MAP

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.15.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

1.15.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

1.15.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

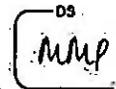
1.15.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit D: DHHS Information Security Requirements.

1.15.2. Completion of Transition Services

1.15.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.15.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit D: DHHS Information Security Requirements.

1.15.3. Disagreement over Transition Services Results



**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

1.15.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. 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.

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

3.2.1. 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.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the 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."

DS
MMP

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. Operation of Facilities: Compliance with Laws and Regulations

- 3.4.1. 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.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. 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.
 - 4.1.2. 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

MMF

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

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.

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

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.

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. 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.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to housingsupportsinvoices@dhhs.nh.gov or mailed to:
Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. 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.

ds
MAP

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT C

7. 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.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. 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.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$2,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall 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.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

OS
MMP

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <i>The Lakes Region Mental Health Center, Inc.</i> Budget Request for: <i>Cold Weather Shelter Program</i> Budget Period: <i>SFY 2024 (10/1/23-6/30/24)</i> Indirect Cost Rate (if applicable) 10.00%	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$42,000
2. Fringe Benefits	\$3,583
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$1,250
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Other-Occupancy Utilities/Cleaning/Pest</i>	\$14,050
<i>Other-Household Supplies</i>	\$1,900
<i>Other-Internet/Phones</i>	\$1,215
<i>Other-Food</i>	\$7,000
<i>Other-Insurance</i>	\$250
<i>Other -Miscellaneous (Includes Background Checks)</i>	\$1,500
9. Subrecipient Contracts	\$0
Total Direct Costs	\$72,728
Total Indirect Costs	\$7,273
TOTAL	\$80,000

MAHP

New Hampshire Department of Health and Human Services

Exhibit D

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 non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.
4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
5. "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.

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



6. "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 Data.
7. "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.
8. "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.
9. "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.
10. "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.
11. "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.

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

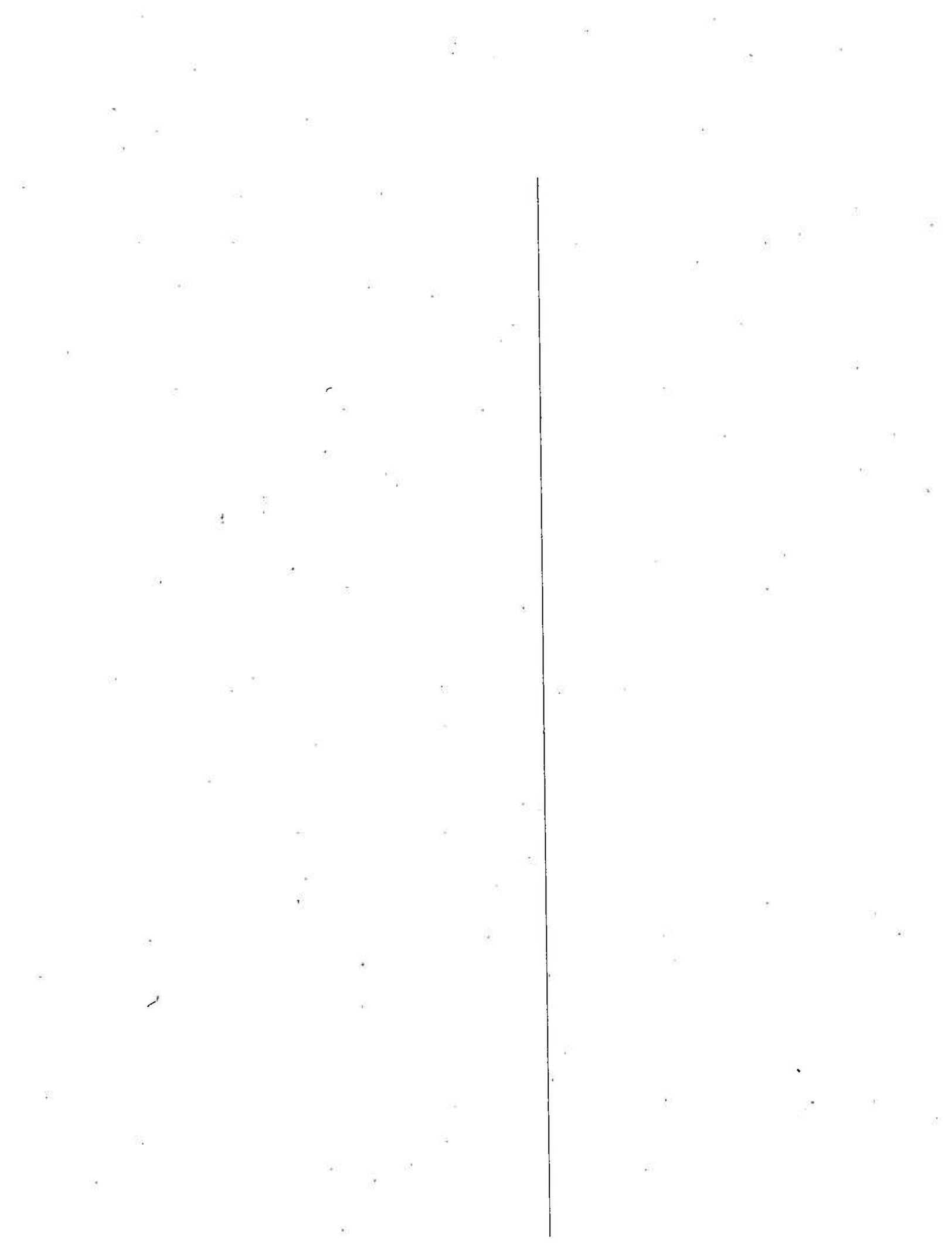


3. Omitted.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential 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 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 Confidential 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

09
mm



New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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 Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential 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 Confidential Data 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 Confidential Data.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
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.

DS
MMP

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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 Confidential Data upon request or contract termination; and will obtain written certification for any Confidential 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 Confidential 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 Confidential Data destruction, and will provide written certification to DHHS upon request. The written certification will include all details necessary to demonstrate Confidential 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 Confidential Data received under this Contract, as follows:
 1. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the Confidential 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 Confidential Data where applicable.
 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data, State of NH systems and/or Department confidential information for contractor provided systems.

DS
MMP

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Confidential Data.
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 DHHS 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 DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If DHHS determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with DHHS and is responsible for maintaining compliance with the agreement.
9. Omitted.
10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire 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 DHHS.
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

03
MMP

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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/doiit/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 Confidential Data or 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 Confidential Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
 - e. limit disclosure of the Confidential Information to the extent permitted by law.
 - f. Confidential Information received under this Contract and individually identifiable Confidential 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, and in all cases, such Confidential 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.

DS
MMP

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



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

- A. The Contractor must notify NH DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.
 - 1. Parties acknowledge and agree that unless notice to the contrary is provided by DHHS in its sole discretion to Contractor, this Section V.A.1 constitutes notice by Contractor to DHHS of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to DHHS shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Confidential Data.
- B. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must address how the Contractor will:
 - 1. Identify incidents;
 - 2. Determine if Confidential Data is involved in incidents;
 - 3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.
 - 4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;
 - 5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

OS
MMP

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



6. Identify incident/breach notification method and timing;
 7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;
 8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;
 9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.
 10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.
- C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

OS
AIMP

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

This Amendment to the Cold Weather Shelter Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Tri-County Community Action Program, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item #47), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$260,000
3. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget, Amendment #1.
4. Add Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/15/2024

Date

DocuSigned by:
Katja S. Fox

Name: Katja S. Fox
Title: Director

Tri-County Community Action Program, Inc.

5/15/2024

Date

DocuSigned by:
Jeanne Robillard

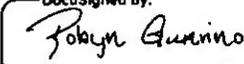
Name: Jeanne Robillard
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/15/2024

Date

DocuSigned by:

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services Complete one budget form for each budget period.		
Contractor Name: <i>Tri-County Community Action Program, Inc.</i>		
Budget Request for: <i>Cold Weather Shelter Program</i>		
Budget Period: <i>SFY 2025 (7/1/24 - 6/30/25)</i>		
Indirect Cost Rate (if applicable): 3.46%		
Line Item	Program Cost - Coos County	Program Cost - Grafton County
1. Salary & Wages	\$3,400	\$3,400
2. Fringe Benefits	\$1,040	\$1,040
3. Consultants		
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>		
5.(a) Supplies - Educational		
5.(b) Supplies - Lab		
5.(c) Supplies - Pharmacy		
5.(d) Supplies - Medical		
5.(e) Supplies Office	\$100	\$100
6. Travel	\$250	\$250
7. Software		
8. (a) Other - Marketing/Communications	\$250	\$250
8. (b) Other - Education and Training		
8. (c) Other - Other (specify below)		
<i>Direct Client Services</i>	\$40,000	\$50,000
<i>Cold Weather Gear and Supplies</i>	\$5,000	\$5,000
<i>Administrative / Operations Support</i>	\$3,010	\$3,010
<i>Other (please specify)</i>		
9. Subrecipient Contracts		
Total Direct Costs	\$53,050	\$63,050
Total Indirect Costs	\$1,950	\$1,950
TOTAL	\$55,000	\$65,000
COMBINED TOTAL		\$120,000

Contractor Initials: JK

Date 5/15/2024

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63020

Certificate Number: 0006652662



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 27th, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

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

(Name of Corporation/ LLC)

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

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

Dated: 4/17/24

Sandy Alonzo
Signature of Elected Officer
Name: Sandy Alonzo
Title: Board Chair

MISSION STATEMENT

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

VISION STATEMENT

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

VALUES STATEMENT

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

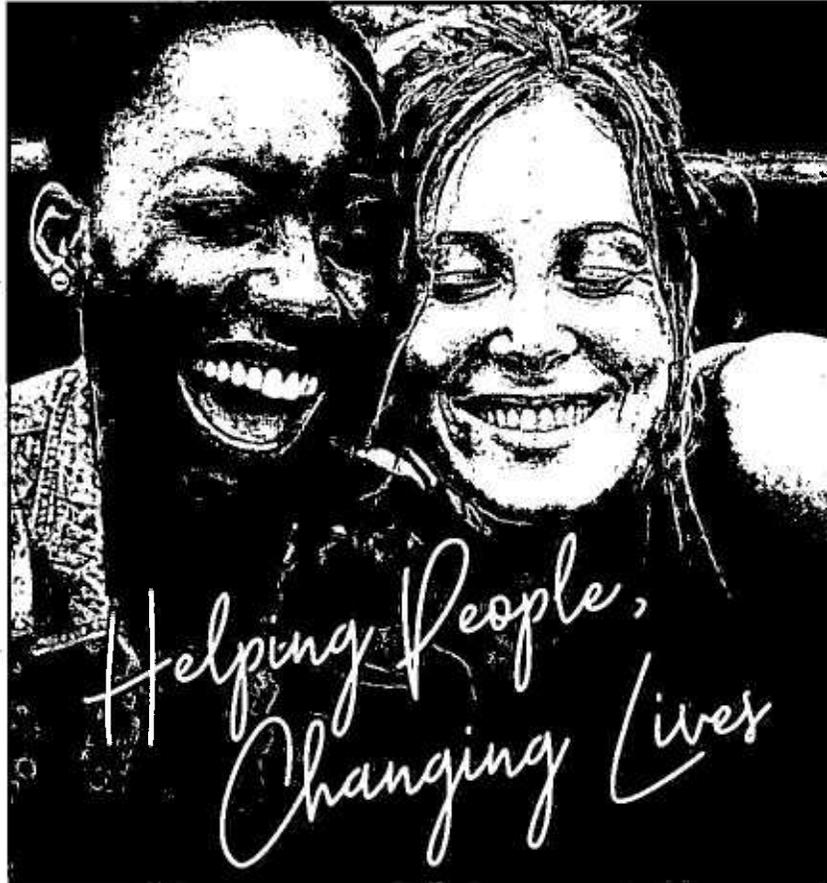
This Includes:

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



TRI-COUNTY COMMUNITY ACTION

Serving Coös, Carroll & Grafton Counties since 1965



30 Exchange St. Berlin, NH 03570

Phone: (603) 752-7001

Fax: (603) 752-7607

www.tccap.org

Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. **AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022
AND
INDEPENDENT AUDITORS' REPORT AND
REPORTS ON COMPLIANCE AND
INTERNAL CONTROL**

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

TABLE OF CONTENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 - 3
Consolidated Financial Statements:	
Statements of Financial Position	4
Statement of Activities	5
Statements of Functional Expenses	6 - 7
Statements of Cash Flows	8
Notes to Financial Statements	9 - 30
Supplementary Information:	
Schedule of Expenditures of Federal Awards	31 - 33
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	34 - 35
Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance	36 - 38
Schedule of Findings and Questioned Costs	39



INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Tri-County Community Action Program, Inc. and Affiliate

Report on the Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2023 and 2022, the related consolidated statements of functional expenses, and cash flows for the years then ended, the related statement of activities for the year ended June 30, 2023, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. and Affiliate as of June 30, 2023, 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 Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Tri-County Community Action Program, Inc. and Affiliate and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

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

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

Supplementary Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 13, 2023, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is 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 Tri-County Community Action Program, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

Report on Summarized Comparative Information

We have previously audited Tri-County Community Action Program, Inc. and Affiliates' 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 15, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Leone McDermott & Roberts
Professional Association*

North Conway, New Hampshire
November 13, 2023

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2023 AND 2022**

	<u>ASSETS</u>	
	<u>2023</u>	<u>2022</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 4,400,730	\$ 3,827,664
Restricted cash, Guardianship Services Program	1,313,655	977,227
Accounts receivable	2,024,546	1,807,274
Pledges receivable	192,212	169,196
Inventories	123,409	59,759
Prepaid expenses	<u>138,888</u>	<u>138,811</u>
Total current assets	<u>8,193,440</u>	<u>6,979,931</u>
PROPERTY		
Property and equipment	12,858,931	12,794,151
Less accumulated depreciation	<u>(6,522,499)</u>	<u>(6,088,609)</u>
Property, net	<u>6,336,432</u>	<u>6,705,542</u>
NONCURRENT ASSETS		
Right of use asset, operating	208,857	-
Restricted cash	<u>413,721</u>	<u>410,431</u>
Total noncurrent assets	<u>622,578</u>	<u>410,431</u>
TOTAL ASSETS	<u>\$ 15,152,450</u>	<u>\$ 14,095,904</u>
	<u>LIABILITIES AND NET ASSETS</u>	
CURRENT LIABILITIES		
Current portion of long term debt	\$ 139,961	\$ 134,452
Current portion of right of use liability, operating	86,219	-
Accounts payable	456,444	262,473
Accrued compensated absences	249,777	228,342
Accrued salaries	90,948	81,707
Accrued expenses	95,772	117,415
Refundable advances	403,239	446,208
Other liabilities	<u>1,342,462</u>	<u>1,085,406</u>
Total current liabilities	2,864,822	2,356,003
NONCURRENT LIABILITIES		
Right of use liability, operating, less current portion	122,638	-
Long term debt, net of current portion	<u>4,296,550</u>	<u>4,442,866</u>
Total liabilities	<u>7,284,010</u>	<u>6,798,869</u>
NET ASSETS		
Without donor restrictions	7,577,645	7,037,337
With donor restrictions	<u>290,795</u>	<u>259,698</u>
Total net assets	<u>7,868,440</u>	<u>7,297,035</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 15,152,450</u>	<u>\$ 14,095,904</u>

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2023 Total</u>	<u>2022 Total</u>
REVENUES AND OTHER SUPPORT				
Grants and contracts	\$ 39,636,536	\$ 168,387	\$ 39,804,923	\$ 33,019,028
Program funding	1,131,923	-	1,131,923	1,178,528
Utility programs	1,458,145	-	1,458,145	1,862,325
In-kind contributions	479,251	-	479,251	228,341
Contributions	252,119	-	252,119	140,578
Fundraising	23,626	-	23,626	8,616
Rental income	867,061	-	867,061	797,436
Interest income	26,196	-	26,196	484
Gain on disposal of property	6,817	-	6,817	8,874
Other revenue	<u>2,735</u>	<u>-</u>	<u>2,735</u>	<u>4,789</u>
Total revenues and other support	43,884,409	168,387	44,052,796	37,248,999
NET ASSETS RELEASED FROM RESTRICTIONS	<u>137,290</u>	<u>(137,290)</u>		
Total revenues, other support, and net assets released from restrictions	<u>44,021,699</u>	<u>31,097</u>	<u>44,052,796</u>	<u>37,248,999</u>
FUNCTIONAL EXPENSES				
Program Services:				
Agency Fund	1,314,337	-	1,314,337	1,453,842
Head Start	3,107,886	-	3,107,886	2,792,837
Guardianship	651,255	-	651,255	658,956
Transportation	1,404,213	-	1,404,213	892,112
Volunteer	72,150	-	72,150	62,053
Carroll County Dental	679,379	-	679,379	673,708
Homeless	20,422,871	-	20,422,871	17,630,850
Energy and Community Development	13,099,599	-	13,099,599	9,978,945
Elder	1,276,827	-	1,276,827	1,095,578
Housing Services	<u>212,979</u>	<u>-</u>	<u>212,979</u>	<u>248,736</u>
Total program services	<u>42,241,496</u>	<u>-</u>	<u>42,241,496</u>	<u>35,487,617</u>
Supporting Activities:				
General and administrative	1,236,580	-	1,236,580	1,146,090
Fundraising	<u>3,315</u>	<u>-</u>	<u>3,315</u>	<u>1,266</u>
Total supporting activities	<u>1,239,895</u>	<u>-</u>	<u>1,239,895</u>	<u>1,147,356</u>
Total functional expenses	<u>43,481,391</u>	<u>-</u>	<u>43,481,391</u>	<u>36,634,973</u>
CHANGE IN NET ASSETS	540,308	31,097	571,405	614,026
NET ASSETS, BEGINNING OF YEAR	<u>7,037,337</u>	<u>259,698</u>	<u>7,297,035</u>	<u>6,683,009</u>
NET ASSETS, END OF YEAR	<u>\$ 7,577,645</u>	<u>\$ 290,795</u>	<u>\$ 7,868,440</u>	<u>\$ 7,297,035</u>

See Notes to Consolidated Financial Statements

TREASURY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE
CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2023

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Carroll County	Homeless	Energy and Community Development	Elder	Housing Services	Total	General and Administrative	Fertilization	Total
Direct Expenses														
Payroll	\$ 323,177	\$ 1,644,947	\$ 424,637	\$ 690,490	\$ 44,947	\$ 422,973	\$ 757,036	\$ 1,390,746	\$ 594,983	\$ 56,045	\$ 6,299,893	\$ 609,642	\$	\$ 8,908,735
Payroll taxes and benefits	99,401	449,985	109,489	133,770	11,318	67,590	189,734	382,084	116,514		1,599,895	149,438		1,749,333
Assistance to clients	778			207,577	359	55,079	18,962,958	10,442,285	321,182	1,399	29,613,963	25,009		29,613,963
Consumable supplies	12,846	218,866	6,079	8,279	6,478		33,429	431,354	72,300		1,093,724	150,652		1,109,823
Space costs and market	204,391	223,207	48,639	21,512			59,995	150,500	7,110	67,389	527,982	130,652		784,129
Depreciation expense		41,739	2,000	102,254		41,803	18,553	42,828	106,177		479,251			527,982
In-kind expended		219,352		24,946			128,784				479,251			479,251
Contractors and contractors	56,409	13,669	8,228	23,620		19,788	152,557	12	12,704		203,964	31,049		295,033
Utilities	228,071	29,700	23,317	18,089		11,819	30,814	45,328	25,978	30,465	445,051	6,228		450,277
Travel and meetings	751	89,780	8,152	38,206	392	2,635	18,189	24,004	15,328	735	195,550	20,687		219,237
Other direct program costs	8,662	51,828	1,278	7,968	428	1,550	7,088	34,790	6,788	36,315	157,718	64,652		245,683
Fiscal and administrative	8,024	294	15,594	284	39	8,238	5,125	24,000	1,744	3,100	64,453	124,673		199,128
Building and grounds maintenance	159,544	94,147	58	13,630	76	6,546	4,875	576	17,874	7,010	303,262			303,262
Internal expense	84,481	1,668	883	247			118	1,914	537		89,732			89,732
Vehicle expense	5,196			110,020		1,989		110,333			223,339			223,339
Insurance	96,290	8,422	683	3,795	1,598	1,919	8,434	6,299	5,281	3,155	90,225	38,918		129,141
Maintenance of equipment and rental	53,270	20,416	5,738	9,375	4,825	5,919	17,182	18,137	2,427	7,879	148,132	16,131		164,263
Fiscal fees	11,021	10		177		1,722	18	4,591		100	20,057	215		20,272
Total Direct Expenses	1,314,337	3,107,886	691,255	1,404,213	72,150	679,379	20,422,871	13,098,599	1,278,827	212,879	42,241,486	1,236,590	3,315	43,481,391
Indirect Expenses														
Indirect costs	133,132	299,448	89,805	118,459	6,941	71,957	137,310	275,680	120,351	212,879	1,236,590	(1,236,590)		
Total Direct & Indirect expenses	\$ 1,447,469	\$ 3,407,334	\$ 771,060	\$ 1,523,699	\$ 78,991	\$ 750,826	\$ 20,560,181	\$ 13,375,279	\$ 1,400,178	\$ 212,879	\$ 43,478,076	\$	\$ 3,315	\$ 43,481,391

See Notes to Consolidated Financial Statements

IRL-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE
 CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
 FOR THE YEAR ENDED JUNE 30, 2022

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Carroll County Dental	Homeless	Energy and Community Development	Elmer	Housing Services	Total	General and Administrative	Fundraising	Total
Direct Expenses	\$ 491,447	\$ 1,591,982	\$ 480,242	\$ 447,910	\$ 42,414	\$ 272,000	\$ 693,549	\$ 1,412,854	\$ 480,039	\$ 23,465	\$ 5,823,892	\$ 581,878	\$ -	\$ 6,507,870
Payroll	112,063	425,086	103,479	78,864	8,965	56,357	181,250	352,787	96,642	-	1,398,023	133,158	-	1,531,781
Payroll taxes and benefits	8,143	187,505	8,474	7,298	445	57,798	28,753	7,043,336	308,046	727	1,160,532	20,525	-	1,181,157
Assistance to clients	4,334	194,445	44,378	18,638	5,481	582	74,789	217,912	58,482	-	815,131	112,318	-	777,449
Consumable supplies	180,801	50,198	500	108,348	-	42,409	13,459	60,387	5,033	87,389	618,334	-	-	519,334
Service costs and rentals	-	117,488	-	-	-	-	53,684	-	5,159	-	228,341	-	-	228,341
Depreciation expense	84,310	2,132	5,633	13,178	-	197,933	203	44	17,968	-	331,481	35,842	-	367,323
In-kind expended	181,020	28,084	21,922	18,187	1,597	13,087	43,568	44,724	26,182	26,300	412,894	4,851	-	417,545
Contractors	9,147	58,464	5,862	27,591	-	4,329	21,471	17,281	11,289	825	154,299	6,024	-	180,323
Utilities	87,883	52,566	(8,580)	3,659	2,588	871	943	23,003	5,785	108,285	257,115	63,834	1,288	322,215
Travel and meetings	91	294	8,828	822	75	848	6,887	38,011	4,578	2,819	70,695	144,494	-	215,199
Other direct program costs	135,694	64,895	-	2,111	-	1,966	10,100	154	3,817	8,757	227,497	442	-	227,939
Fiscal and administrative	94,838	68	1,031	68	-	-	102	388	11	-	98,500	82	-	98,582
Building and grounds maintenance	5,557	6,336	-	88,672	-	-	-	83,810	-	-	188,039	-	-	188,039
Interest expense	48,467	2,627	-	2,627	488	1,341	8,073	8,018	-	3,250	77,181	34,864	-	112,065
Vehicle expense	8,001	35,322	6,441	6,488	-	12,700	18,121	87,777	8,332	8,891	182,471	7,383	-	189,854
Insurance	13,328	-	35	100	-	1,585	81	4,898	3,407	125	23,695	275	-	23,940
Maintenance of equipment and rental														
Fuel fees														
Total Direct Expenses	1,453,842	2,782,837	658,956	882,112	62,063	873,708	17,830,850	9,878,945	1,085,578	248,736	35,487,817	1,146,080	1,288	36,634,973
Indirect Expenses														
Included costs	144,922	273,225	70,128	75,578	6,183	66,581	110,702	289,853	109,828	-	1,140,080	(1,146,080)	-	-
Total Direct & Indirect expenses	\$ 1,598,764	\$ 3,056,062	\$ 729,084	\$ 957,690	\$ 68,246	\$ 742,289	\$ 17,741,552	\$ 10,268,898	\$ 1,202,406	\$ 248,736	\$ 36,633,707	\$ -	\$ 1,288	\$ 36,634,973

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

	<u>2023</u>	<u>2022</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 571,405	\$ 614,026
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	528,849	520,221
Gain on disposal of property	(6,817)	(8,874)
Decrease (increase) in assets:		
Accounts receivable	(217,272)	(190,025)
Pledges receivable	(23,016)	47,227
Inventories	(63,650)	(6,774)
Prepaid expenses	(77)	(85,217)
Increase (decrease) in liabilities:		
Accounts payable	193,971	258,170
Accrued compensated absences	21,435	(5,565)
Accrued salaries	9,241	(301,728)
Accrued expenses	(21,643)	(149,180)
Refundable advances	(42,969)	122,068
Other liabilities	257,056	(315,239)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,206,513</u>	<u>499,110</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from disposal of property	8,091	8,874
Purchases of property and equipment	(161,013)	(158,013)
NET CASH USED IN INVESTING ACTIVITIES	<u>(152,922)</u>	<u>(149,139)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment on long-term debt	(140,807)	(129,342)
Repayment on capital lease obligations	-	-
NET CASH USED IN FINANCING ACTIVITIES	<u>(140,807)</u>	<u>(129,342)</u>
NET INCREASE IN CASH AND RESTRICTED CASH	912,784	220,629
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	<u>5,215,322</u>	<u>4,994,693</u>
CASH AND RESTRICTED CASH, END OF YEAR	<u>\$ 6,128,106</u>	<u>\$ 5,215,322</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	<u>\$ 88,845</u>	<u>\$ 95,695</u>

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Principles of Consolidation

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

Nature of activities

The Organization's programs consist of the following:

Agency

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

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

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

Head Start

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

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

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

Tri-County Community Action Head Start funded enrollment is 217, but over the course of the program year serves approximately 250 children in Carroll, Coos & Grafton counties in 9 locations with 13 center-based classrooms and 1 home-based option.

Guardianship

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

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 14 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

The Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum group of 208 volunteers, ages 55 and older, of which 50 actively served during the last reporting period. These volunteers share their skills, life experiences, and time with over 60 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 15,000 hours yearly.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

Carroll County Dental

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

Homeless

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

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

Energy Assistance and Outreach

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

Low-Income Weatherization

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

Elder

The Organization's elder program provides senior meals in 4 community dining sites, home delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with person-centered counseling, Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

Housing Services

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

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

Cornerstone has a Section 202 Capital Advance. Under guidelines established by the U.S. Office of Management and Budget *Uniform Guidance, Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, the Section 202 Capital Advance is considered to be a major program. A separate audit is performed as it relates to Cornerstone's compliance with its major federal program in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and the audit requirements of *Title 2 of U.S. Code of Federal Regulations part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements of Federal Awards (Uniform Guidance)*. An unmodified opinion was issued.

Method of accounting

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

Basis of presentation

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

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

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

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

The Organization has net assets with donor restrictions of \$290,795 and \$259,698 at June 30, 2023 and 2022, respectively. See **Note 13**.

Contributions

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

Accounts Receivable

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

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

Property and Depreciation

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

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

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

Estimated useful lives are as follows:

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

Client Rents and HUD Rent Subsidy

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

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$403,239 and \$446,208 as of June 30, 2023 and 2022, respectively.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

Nonprofit tax status

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

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

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

Retirement plan

The Organization maintains a tax-sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, employer contribution payments ceased, therefore as of June 30, 2023 and 2022, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

Donated services and goods

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

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

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

Donated property and equipment

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

Promises to Give

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions. There were no unconditional promises to give that are expected to be collected in more than one year at June 30, 2023 and 2022.

As of June 30, 2023 and 2022, there were promises to give that were absent of donor stipulations, but restricted in regards to timing, and therefore classified as net assets with donor restrictions in the amount of \$192,212 and \$169,196, respectively. This amount is included in contributions in the Consolidated Statement of Activities.

Use of estimates

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

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

Fair Value of Financial Instruments

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

Functional allocation of expenses

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

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

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

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

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

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

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

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

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

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

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal, effective for the fiscal year beginning July 1, 2022, received provisional approval and is effective, until amended, at a rate of 12%. The actual rates for the years ended June 30, 2023 and 2022 were approximately 11.26% and 10.95%, respectively, which is allowable because it is less than the provisional rate.

Advertising policy

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the years ended June 30, 2023 and 2022 was \$20,143 and \$6,696, respectively.

Debt Issuance Costs

During the year ended June 30, 2019, the Organization retrospectively adopted the provisions of the FASB Accounting Standards Update (ASU) No. 2015-03, "Simplifying the Presentation of Debt Issuance Costs." The ASU is limited to simplifying the presentation of debt issuance costs, and the recognition and measurement guidance for debt issuance costs is not affected by the ASU. Amortization expense of \$887 has been included with interest expense in the consolidated statements of functional expenses for both 2023 and 2022.

Revenue Recognition Policy

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

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

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

New Accounting Pronouncement

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases (Topic 842)*, to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the statement of financial position and disclosing key information about leasing arrangements for lessees and lessors. The standard applies a right of use model that requires, all leases with a lease term of more than 12 months, to recognize an asset representing its right to use the underlying asset for the lease term and liability to make lease payments to be recorded. The Organization elected not to restate the comparative period. The Organization also elected not to reassess at adoption (i) expired or existing contracts to determine whether they are or contain a lease, (ii) the lease classification of any existing leases, (iii) initial direct costs for existing leases. The adoption of ASU 2016-02 resulted in the recognition of an operating right of use assets of \$208,857 and operating lease liabilities of \$208,857 as of June 30, 2023. Results for periods beginning prior to July 1, 2022 continue to be reported in accordance with the Organization's historical accounting treatment. The adoption of ASU 2016-02 did not have a material impact on the Organization's results of operations and cash flows.

NOTE 2. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of June 30, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Financial assets at year end:		
Cash and cash equivalents, undesignated	\$ 4,400,730	\$ 3,827,664
Restricted cash, Guardianship Services Program	1,313,655	977,227
Accounts receivable	2,024,546	1,807,274
Pledges receivable	192,212	169,196
Restricted cash	<u>413,721</u>	<u>410,431</u>
Total financial assets	<u>8,344,864</u>	<u>7,191,792</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions	290,795	259,698

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

Restricted cash, Guardianship Services Program	1,313,655	977,227
Restricted cash	413,721	410,431
Less net assets with time restrictions to be met in less than a year	<u>(254,537)</u>	<u>(207,879)</u>
Amounts not available within one year	<u>1,763,634</u>	<u>1,439,477</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 6,581,230</u>	<u>\$ 5,752,315</u>

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$6,982,000 and \$5,899,000 at June 30, 2023 and 2022, respectively.

NOTE 3. CASH AND CASH EQUIVALENTS

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

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

	<u>2023</u>	<u>2022</u>
Cash, operations	\$ 4,400,730	\$ 3,827,664
Restricted cash, current	1,313,655	977,227
Restricted cash, long term	<u>413,721</u>	<u>410,431</u>
Total cash and restricted cash	<u>\$ 6,128,106</u>	<u>\$ 5,215,322</u>

Cash Restrictions

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

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2023 and 2022 was \$20,079 and \$20,069, respectively. The Organization has made all of their scheduled deposits for the years ended June 30, 2023 and 2022. These amounts are included in restricted cash in the Consolidated Statements of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 7**). The required balance in the account is \$173,817 and is equal to 12 monthly payments. The balance as of June 30, 2023 and 2022 was \$174,841 and \$174,807, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash in the Consolidated Statements of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this restriction at June 30, 2023 and 2022 was \$1,313,655 and \$977,227, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2023 and 2022 was \$1,313,655 and \$977,227, respectively, and is included in the restricted cash, Guardianship Services Program balance on the Consolidated Statements of Financial Position.

Certain cash accounts related to Cornerstone Housing North, Inc. are restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2023 and 2022 was \$218,801 and \$215,555, respectively. See **Note 15**.

NOTE 4. INVENTORY

In 2023 and 2022, inventory included weatherization materials which had been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2023 and 2022 consists of weatherization materials, totaling \$123,409 and \$59,759, respectively.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022****NOTE 5. PROPERTY**

Property consists of the following at June 30, 2023:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$ 10,119,418	\$ 4,630,469	\$ 5,488,949
Equipment	2,278,559	1,892,030	386,529
Construction in progress	42,114	-	42,114
Land	<u>418,840</u>	<u>-</u>	<u>418,840</u>
	<u>\$ 12,858,931</u>	<u>\$ 6,522,499</u>	<u>\$ 6,336,432</u>

Property consists of the following at June 30, 2022:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$ 10,039,601	\$ 4,426,613	\$ 5,612,988
Equipment	2,329,022	1,661,996	667,026
Construction in progress	6,688	-	6,688
Land	<u>418,840</u>	<u>-</u>	<u>418,840</u>
	<u>\$ 12,794,151</u>	<u>\$ 6,088,609</u>	<u>\$ 6,705,542</u>

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

Depreciation expense for the years ended June 30, 2023 and 2022 totaled \$527,962 and \$519,334, respectively.

NOTE 6. ACCRUED COMPENSATED ABSENCES

For the years ending June 30, 2023 and 2022, employees of the Organization were eligible to accrue vacation for a maximum of 160 hours. At June 30, 2023 and 2022, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$249,777 and \$228,342, respectively.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**NOTE 7. LONG TERM DEBT**

The long term debt of the Organization as of June 30, 2023 and 2022 consisted of the following:

	<u>2023</u>	<u>2022</u>
Note payable with the USDA requiring 360 monthly installments of \$1,664, including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	\$ 64,236	\$ 80,546
Note payable with a bank requiring 120 monthly installments of \$2,936, including interest at 4% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2031.	236,057	261,160
Bond payable with a bank requiring monthly installments of \$14,485, including interest of 2.75% plus the bank's internal cost of funds multiplied by 67% with an indicative rate of 3.28%. Secured by first commercial real estate mortgage on various properties and assignments of rents at various properties. Final installment due August 2040.	2,276,888	2,377,169
Cornerstone Housing North, Inc. capital advance due to the U.S. Department of Housing and Urban Development. This capital advance is not subject to interest or principal amortization and will be forgiven after 40 years, or in August 2047.	1,617,600	1,617,600
Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principal amortization. Payments are deferred for 40 years; final payment due in August 2047.	<u>250,000</u>	<u>250,000</u>
Total long term debt before unamortized debt issuance costs	4,444,781	4,586,475
Unamortized debt issuance costs	<u>(8,270)</u>	<u>(9,157)</u>
Total long term debt	4,436,511	4,577,318
Less current portion due within one year	<u>(139,961)</u>	<u>(134,452)</u>
	<u>\$ 4,296,550</u>	<u>\$ 4,442,866</u>

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

The scheduled maturities of long-term debt as of June 30, 2023 were as follows:

Years ending June 30	Amount
2024	\$ 139,961
2025	145,697
2026	151,677
2027	148,113
2028	143,453
Thereafter	<u>3,715,880</u>
	<u>\$ 4,444,781</u>

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

NOTE 9. DEMAND NOTE PAYABLE

The Organization has available a \$750,000 line of credit with its primary financial institution which is secured by real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest for the years ended June 30, 2023 and 2022 at 9.25% and 5.75% per annum, respectively. There was no balance outstanding at June 30, 2023 and 2022. The line is subject to renewal each January.

NOTE 10. OPERATING LEASES

On July 1, 2022, the Organization was required to adopt ASU 2016-02, *Leases (Topic 842)*. As part of implementing ASU 2016-02, the Organization evaluated current contracts to determine which met the criteria of a lease. The right of use (ROU) asset represents the Organization's right to use underlying assets for the lease term, and the lease liabilities represent the Organization's obligation to make lease payments arising from these leases. The ROU assets and lease liabilities, all of which arise from operating leases, were calculated based on the present value of future lease payments over the lease terms. The Organization has elected to discount future cash flows at the risk-free borrowing rates commensurate with the lease terms, which was 3.01% at June 30, 2023. Common expenses, classified as space costs in the accompanying financial statements, are considered a non-lease component under FASB ASC 842 and are recognized as costs are incurred. The Organization's operating leases are described below.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

The Organization has entered into numerous lease commitments for space and office equipment. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month-to-month basis. For the years ended June 30, 2023 and 2022, the annual rent expense for leased facilities and office equipment totaled \$147,801 and \$141,820, respectively.

Lease liability maturities as of June 30, 2023 are as follows:

Year Ending June 30:	Amount
2024	\$ 91,317
2025	59,685
2026	52,460
2027	11,372
2028	<u>3,543</u>
Total undiscounted lease liability	218,377
Less imputed interest	<u>(9,520)</u>
Total lease liability	<u>\$ 208,857</u>

NOTE 11. IN-KIND CONTRIBUTIONS

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

The fair value of donated services included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2023 are as follows:

	<u>Head Start</u>	<u>Senior Meals</u>	<u>Total</u>
Professional services and services for disabled	\$ 76,770	\$ -	\$ 76,770
Packing, setup and delivery of congregate and home delivered meals	<u> </u>	<u>102,077</u>	<u>102,077</u>
	<u>\$ 76,770</u>	<u>\$ 102,077</u>	<u>\$ 178,847</u>

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

The fair value of donated services included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2022 are as follows:

	<u>Head Start</u>	<u>Senior Meals</u>	<u>Total</u>
Professional services and services for disabled	\$ 2,479	\$ -	\$ 2,479
Packing, setup and delivery of congregate and home delivered meals	<u>-</u>	<u>55,359</u>	<u>55,359</u>
	<u>\$ 2,479</u>	<u>\$ 55,359</u>	<u>\$ 57,838</u>

Numerous volunteers have donated significant amounts of time to the Organization's program services. Although no amounts have been reflected in the consolidated financial statements, management estimates the fair value of those services to be approximately \$367,930 and \$277,300 for the years ended June 30, 2023 and 2022, respectively.

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

The fair value of donated facilities included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2023 are as follows:

	<u>Head Start</u>	<u>Senior Meals</u>	<u>Total</u>
Difference between rent paid and market rate	<u>\$ 69,097</u>	<u>\$ 4,100</u>	<u>\$ 73,197</u>

The fair value of donated facilities included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2022 are as follows:

	<u>Head Start</u>	<u>Senior Meals</u>	<u>Total</u>
Difference between rent paid and market rate	<u>\$ 58,230</u>	<u>\$ 1,800</u>	<u>\$ 60,030</u>

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

The fair value of other gifts in kind included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2023 are as follows:

	<u>Head Start</u>	<u>Homeless</u>	<u>Transportation</u>	<u>Total</u>
Employee use of home	\$ 73,495	\$ -	\$ -	\$ 73,495
Donated goods	-	-	24,948	24,948
Hotel rooms for homeless clients	-	128,764	-	128,764
Total	<u>\$ 73,495</u>	<u>\$ 128,764</u>	<u>\$ 24,948</u>	<u>\$ 227,207</u>

The fair value of other gifts in kind included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2022 are as follows:

	<u>Head Start</u>	<u>Homeless</u>	<u>Total</u>
Employee use of home	\$ 56,789	\$ -	\$ 56,789
Donated goods	-	1,400	1,400
Hotel rooms for homeless clients	-	52,284	52,284
Total	<u>\$ 56,789</u>	<u>\$ 53,684</u>	<u>\$ 110,473</u>

NOTE 12. CONCENTRATION OF RISK

The Organization receives a majority of its support from federal and state governments. For the years ended June 30, 2023 and 2022, approximately \$39,361,299 (89%) and \$32,598,596 (88%), respectively, of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant impact on the Organization's programs and activities.

Cornerstone receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the years ended June 30, 2023 and 2022, approximately 61% and 64%, respectively, of Cornerstone's total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

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

NOTE 13. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following specific program services as of June 30, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Temporary municipal funding	\$ 192,212	\$ 169,196
Restricted buildings	36,257	38,084
Loans – HSGP	23,484	24,234
RSVP program funds	15,708	6,255
FAP/EAP	14,092	12,079
CC Coos	5,099	6,132
Head Start	3,577	2,370
CC Carroll	180	427
CC Grafton	180	421
LIWAP Program	6	-
RSVP – Matter to Balance	-	500
	<u>\$ 290,795</u>	<u>\$ 259,698</u>
Total net assets with donor restrictions	<u>\$ 290,795</u>	<u>\$ 259,698</u>

NOTE 14. COMMITMENTS AND CONTINGENCIES**Grant Compliance**

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

Environmental Contingencies

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

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

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

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

Loss Contingencies

During the year ended June 30, 2023 and subsequently, legal actions were brought against the Organization. Due to the uncertainty of the outcome of such cases as of June 30, 2023, as well as the uncertainty of the Organization's potential liability, no amount has been accrued by the Organization at this time.

NOTE 15. REPLACEMENT RESERVE AND RESIDUAL RECEIPTS ACCOUNTS

Under Cornerstone's regulatory agreement with HUD, the Organization is required to set aside amounts into a replacement reserve for the replacement of property and other project expenditures approved by HUD. HUD-restricted deposits of \$207,956 and \$208,162 were held in a segregated account at June 30, 2023 and 2022, respectively.

During the year ended June 30, 2023, HUD approved a loan from the replacement reserve account to the operating account to cover operating expenses due to the delay in HAP vouchers being processed by HUD. Once all HAP vouchers are processed and paid, Cornerstone will pay back the replacement reserve account the loan balance of \$26,649. HUD-restricted deposits generally are not available for operating purposes.

Cornerstone's use of the residual receipts account is contingent upon HUD's prior written approval. Residual receipts of \$6,454 and \$3,003 were held in a segregated account for the years ended June 30, 2023 and 2022, respectively.

Under the regulatory agreement, Cornerstone is required to set aside amounts for the return of resident paid deposits. At June 30, 2023 and 2022 \$4,391 and \$4,390, respectively, were held in a segregated account and generally are not available for operating purposes.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022**

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

In accordance with the policy noted above, Cornerstone was required to remit funds to HUD totaling \$71,396 during the year ended June 30, 2022.

NOTE 16. SUBSEQUENT EVENTS

The Organization has evaluated events through November 13, 2023, which is the date that the financial statements were available to be issued.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2023

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Health and Human Services				
HEAD START CLUSTER				
Head Start	93.600		01CH011938-02-03	\$ 1,848,884
Head Start	93.600		01CH011938-02-00	34,546
Head Start	93.600		01CH011938-01-04	1,187,945
CRSSA-Head Start	93.600		01HE001251-01-01	6,669
ARPA-Head Start	93.600		01HE001251-01-01	158,800
			CLUSTER TOTAL	3,044,724
Low Income Household Water Assistance Program	93.499	State of New Hampshire Office of Energy and Planning	2101NHLWCS6	148,861
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	2201NHLIEI	1,742,864
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	2301NHLIEA/2301NHLIEE	8,698,322
ARPA-Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	LHEAPARP22	114,230
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-2001NHLIEA	224,125
ARPA-Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-2001NHLIEA	89,828
			TOTAL	10,669,178
AGING CLUSTER				
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Seniors Centers (SEAS)	93.044	State of New Hampshire Office of Energy and Planning	2101NHQASS	3,979
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Seniors Centers (Sr. Wheels)	93.044	State of New Hampshire Department of Health and Human Services	512-500362	54,950
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Seniors Centers (Sr. Wheels)	93.044	State of New Hampshire Department of Health and Human Services		52,701
			TOTAL	111,630
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate & HD Meals)	93.045	State of New Hampshire Department of Health and Human Services	RFA-2023-BEAS-04-BEASN-09	287,090
ARPA - Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate & HD Meals)	93.045	State of New Hampshire Department of Health and Human Services	RFA-2023-BEAS-04-BEASN-09	134,875
			TOTAL	422,035
Nutrition Services Incentive Program (NSIP)	93.063	State of New Hampshire Department of Health and Human Services	None	89,784
			CLUSTER TOTAL	623,429
Community Services Block Grant	93.569	State of New Hampshire Department of Health and Human Services	102-500731	535,232
CV - Community Services Block Grant	93.569	State of New Hampshire Department of Health and Human Services	102-500731	192,741
			TOTAL	727,973
Temporary Assistance for Needy Families (TANF)	93.558	State of New Hampshire Department of Health and Human Services	1802NHTANF	24,800
Activities to Support STLT Health Department Response to Public Health or Healthcare Crises	93.391	State of New Hampshire Department of Health and Human Services	NH75OT000031	232,354
Social Services Block Grant (Title XX I&R)	93.667	State of New Hampshire Department of Health and Human Services	074-600589/545-500387	88,388
Social Services Block Grant (Title XX HD)	93.667	State of New Hampshire Department of Health and Human Services	RFA-2023-BEAS-04-BEASN-09	123,854
Social Services Block Grant (Guardianship)	93.667	State of New Hampshire Department of Health and Human Services	102-500731	27,198
			TOTAL	239,436
NH Family Caregiver Support Title III E (Family Caregiver)	93.052	State of New Hampshire Department of Health and Human Services	570-500928	28,786
State Health Insurance Assistance Program (SHIP)	93.324	State of New Hampshire Department of Health and Human Services	074-600589/545-500387	8,834
Centers for Medicare & Medicaid Services (MIPPA)	93.071	State of New Hampshire Department of Health and Human Services	074-500589/545-500387	5,787
Special Programs for the Aging Title IV and Title II (SMPP)	93.048	State of New Hampshire Department of Health and Human Services	074-600589/545-500387	9,379
Projects for Assistance in Transition from Homelessness Program (PATH)	93.150	State of New Hampshire Office of Human Services, Bureau of Homeless and Housing Services	05-05-42-423010-7928	53,808
Total U.S. Department of Health and Human Services				\$ 18,012,925

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2023

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
<u>U.S. Department of Energy</u>	81.042	New Hampshire Department of Energy	DE-EE0009918	\$ 343,790
Weatherization Assistance for Low-income Persons	81.042	New Hampshire Department of Energy	DE-EE00100001	339,288
Weatherization Assistance for Low-income Persons				\$ 683,078
Total U.S. Department of Energy				
<u>U.S. Corporation for National and Community Service</u>				\$ 70,072
Retired and Senior Volunteer Program	94.002		22SRFNM001	70,072
Total U.S. Corporation for National and Community Service				\$ 70,072
<u>U.S. Department of Agriculture</u>				\$ 142,116
Child and Adult Care Food Program	10.558	State of New Hampshire Department of Education		142,116
Total U.S. Department of Agriculture				\$ 142,116
<u>U.S. Department of Transportation</u>				\$ 307,594
Formula Grants for Rural Areas (Section 5311)	20.509	State of New Hampshire Department of Transportation	NH-18-X046	307,594
TRANSIT SERVICES PROGRAMS CLUSTER				258,632
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of New Hampshire Department of Transportation	NH-18-X046	258,632
			CLUSTER TOTAL	258,632
Total U.S. Department of Transportation				\$ 566,226
<u>U.S. Department of Housing and Urban Development</u>				\$ 86,435
Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services		86,435
Emergency Solutions Grant Program (EPS)	14.231	State of New Hampshire Department of Health and Human Services		283,815
			TOTAL	370,050
Continuum of Care Program (HOIP) - PSHI	14.267	State of New Hampshire Department of Health and Human Services	NH0020L1T001811	173,775
Continuum of Care Program (HOIP) - Coordinated Entry	14.267	State of New Hampshire Department of Health and Human Services	SS-2019-BHHS-01-Coord-06	112,834
Continuum of Care Program (HOIP) - PSHI	14.267	State of New Hampshire Department of Health and Human Services	NH0120T1T001900	37,787
Continuum of Care Program (HOIP) - Youth Navigator	14.267	State of New Hampshire Department of Health and Human Services	NH0143Y1T002000	1,018
Continuum of Care Program (HOIP) - Youth Transitional Living	14.267	State of New Hampshire Department of Health and Human Services	NH0147Y1T002000	968
			TOTAL	328,410
Total U.S. Department of Housing and Urban Development				\$ 698,460

DocuSign Envelope ID: D374CA6B-FC04-4381-9AF0-0AA5200A6FA1

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2023

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of the Treasury				
Coronavirus Relief Fund	21.019	State of NH Governor's Office of Emergency Relief and Recovery Shelter Program		\$ 8,685
Emergency Rental Assistance Program	21.023	NH Housing Finance Authority		14,738,457
Cold Weather Shelter	21.023	State of New Hampshire Department of Health and Human Services		105,000
			TOTAL	-14,841,457
				-4,486,102
ETH	21.027	NH Housing Finance Authority		\$ 19,334,444
Total U.S. Department of the Treasury				\$ 37,505,319
TOTAL EXPENDITURES OF FEDERAL AWARDS				\$ 37,505,319

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE C - INDIRECT RATE

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



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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Tri-County Community Action Program, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2023 and 2022, and the related statements of functional expenses, and cash flows for the years then ended, the related statement of activities for the year ended June 30, 2023, and the related notes to the financial statements, and have issued our report thereon dated November 13, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Tri-County Community Action Program, Inc.'s internal control over financial reporting (internal control) 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 Tri-County Community Action Program, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control.

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

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

Report on Compliance and Other Matters

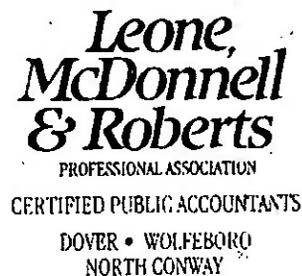
As part of obtaining reasonable assurance about whether Tri-County Community Action Program, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could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

Purpose of This Report

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

*Leora McDonnell & Roberts
Professional Association*

North Conway, New Hampshire
November 13, 2023



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

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

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Tri-County Community Action Program, 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 Tri-County Community Action Program, Inc.'s major federal programs for the year ended June 30, 2023. Tri-County Community Action Program, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

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

We are required to be independent of Tri-County Community Action Program, 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 Tri-County Community Action Program, 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, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Tri-County Community Action Program, Inc.'s federal programs.

Auditors' Responsibilities for the Audit of Compliance

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

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Tri-County Community Action Program, 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 Tri-County Community Action Program, 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 Tri-County Community Action Program, 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.

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

*Leone McDonnell & Roberts
Professional Association*

North Conway, New Hampshire
November 13, 2023

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2023**

1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance*.
5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.
6. No audit findings that are required to be reported in accordance with 2 CFR 200.516(a) are reported in this Schedule.
7. The programs tested as major programs included:
 - U.S. Department of Housing and Urban Development, Emergency Solutions Grant Program— ALN 14.231
 - U.S. Department of the Treasury, Emergency Rental Assistance Program – ALN 21.023
 - U.S. Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds – ALN 21.027
8. The threshold for distinguishing Type A and B programs was \$1,125,160.
9. Tri-County Community Action Program, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None



TRI-COUNTY COMMUNITY ACTION

Serving Coös, Carroll & Grafton Counties since 1965

Helping People. Changing Lives.

Board of Directors

FY2024

Coos County

Board Chair

Sandy Alonzo

Business

Brian Hoffman

Business

Brian Bresnahan

Low Income

Carroll County

Charles Monaghan

Business

Melissa Mullen

Business

Grafton County

Linda Massimilla

Elected Official

Ruth Heintz

Business Attorney

Jared Sullivan
Elected Official

Treasurer

George Sykes

Elected Official

SARAH WIGHT



EXPERIENCE

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

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

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

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

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

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

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

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

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

Erik Becker



Education:

Springfield College, Springfield, MA

Bachelor of Science in Human Services

August 2021

Groveton High School, Groveton NH

Diploma

June 2008

Work Experience:

Tri County Community Action Program, Lancaster NH

Shelter Services Program Director

June 2022 – Present

- Oversight of 2 Emergency Homeless Shelters
- Oversight of USDA Emergency Food Program (TEFAP)
- Oversight of Coordinated Entry and Youth Grants
- Seeking and maintaining funding for Shelter Services
- Community and stakeholder engagement
- Maintaining positive relationship with funders

Tri County Community Action Program, Lancaster NH

Program Manager

March 2021 – June 2022

- Maintaining shelter records
- Coordinating Client Entry and Exit
- Facilitating Client Case Management
- Directing Shelter Operations
- Driving Community Collaboration
- Supervising Coordinated Entry Staff

Tri County Community Action Program- Coos County NH

Homeless Intervention and Prevention Specialist

July 2020 to February 2021

- Performing Homeless street outreach
- Facilitating Action Planning and Goal Setting
- Identifying and working through/around client barriers
- Assisting clients in accessing shelter and resources

TRJ-County Community Action Program: Lancaster NH

Direct Client Service Coordinator

February 2019- July 2020.

- Supporting Shelter guests in accessing resources and services
- Coordinating on site shelter client case management
- Identifying and working through/around client barriers

Groveton High School, Groveton, NH

Student Assistance Program Coordinator

August 2016-July 2020

- Supporting/ Engaging Students
- Implementing intervention and prevention strategies
- Coordinating with the public health network and school administration.
- Teaching Prevention Ed. Curriculum

North Country Health Consortium, Littleton, NH

Program Coordinator

July 2017- July 2018

Developed and implemented a program targeted to the young adult 18-25 population: specifically, the workforce via employers.

Awards:

Congressional Record

- Awarded in the United States Senate on September 1st, 2019 for work with vulnerable New Hampshire Populations including youth and homeless.

Community Involvement:

Leading Community Discussions on Substance Use Disorders and Recovery 2015-Present

Board Chair : North Country Serenity Center: Peer Recovery Support Center 2020-2021

Youth Leadership Through Adventure Advisor 2017-2020

Up Granite Youth Conference Collaborator and Sponsor 2017-Present

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Tri-County Community Action Program, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Sarah Wight	Department Head	\$0.00	\$60,000.00
Erik Becker	Program Director	\$6,800.00	\$48,000.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

ARC



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

4/7

Lori A. Weaver
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

August 21, 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 contracts with the Contractors listed below in an amount not to exceed \$920,000 for the provision of services to assist with the operation of cold weather solutions for individuals and families experiencing homelessness, with the option to renew for up to three (3) additional years, effective October 1, 2023, upon Governor and Council approval, through June 30, 2024. 100% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
County of Merrimack	177435-B001	Merrimack County	\$115,000
County of Strafford	177478-B001	Strafford County	\$55,000
Nashua Soup Kitchen and Shelter, Inc.	174173-P001	Hillsborough County	\$275,000
Southwestern Community Services, Inc.	177511-B001	Cheshire and Sullivan Counties	\$140,000
The Lakes Region Mental Health Center, Inc.	154480-B001	Belknap County	\$80,000
Tri-County Community Action Program, Inc.	177195-B001	Cook and Grafton Counties	\$140,000
Way Station	339623-R001	Carroll County	\$115,000
		Total:	\$920,000

Funds are available in the following accounts for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for the Contractors to assist with the operation of cold weather solutions for individuals and families experiencing homelessness and to assist with the mitigation of negative outcomes of homelessness this upcoming winter. Pursuant to House Bill (HB) 2, Section 564 (2023), funds were made available to each county in the state. Award amounts were determined by the language in HB 2: "The department shall distribute \$1,000,000 to one provider in each county based on 50 percent to be distributed evenly across each county and 50 percent based on the most recent preliminary point-in-time count of those experiencing homelessness in the county." The Department is presenting a complementary sole source agreement with a provider in Rockingham County to ensure statewide access.

Approximately 333 individuals who are experiencing homelessness, who are in need of appropriate shelter during the winter and cold weather months will be served during State Fiscal Year 2024.

The Contractors will provide access to emergency shelter and related services specifically to provide safety in cold weather to individuals and families who are unable to access year-round emergency shelter services. The Contractors will engage with all municipalities and related service providers for their county. They will offer a variety of low-barrier solutions reflective of the needs of the county, such as shelters, hotel stays, warming centers, coordination of referrals to related services and transportation to shelter solutions.

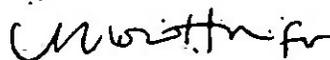
The Department will monitor services by engaging in monthly meetings with the Contractors and reviewing the monthly reports provided by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from June 29, 2023 through July 24, 2023. The Department received 11 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the attached agreements, the parties have the option to extend the agreements for up to three (3) 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 a gap in emergency cold weather services throughout the upcoming winter months, leaving individuals experiencing unsheltered homelessness without the fatality preventions provided by this critical safety net service.

Respectfully submitted,



Lori A. Weaver
Commissioner

05-95-42-423010-63850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIVISION, HOMELESS AND HOUSING, HOMELESS & HOUSING SHELTER FD
100% General Funds

County of Merrimack

Vendor # 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$115,000	\$115,000
		Sub Total		\$0	\$115,000	\$115,000

County of Strafford

Vendor # 177478 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$55,000	\$55,000
		Sub Total		\$0	\$55,000	\$55,000

The Lakes Region Mental Health Center, Inc.

Vendor # 154480 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$80,000	\$80,000
		Sub Total		\$0	\$80,000	\$80,000

Nashua Soup Kitchen and Shelter, Inc.

Vendor # 174173 - P001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$275,000	\$275,000
		Sub Total		\$0	\$275,000	\$275,000

Southwestern Community Services, Inc.

Vendor # 177511 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$140,000	\$140,000
		Sub Total		\$0	\$140,000	\$140,000

Tri-County Community Action Program, Inc.

Vendor # 177195 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$140,000	\$140,000
		Sub Total		\$0	\$140,000	\$140,000

Way Station

Vendor # 339623 - R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$115,000	\$115,000
		Sub Total		\$0	\$115,000	\$115,000

Total	\$0	\$920,000	\$920,000
-------	-----	-----------	-----------

**New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet**

Project ID # RFA-2024-DBH-03-COLDW

Project Title Cold Weather Shelter Program

	Maximum Points Available	Community Action Partnership of Strafford County (Strafford)	County of Merrimack (Merrimack)	Lakes Region Mental Health Center, Inc (Belknap)	Nashua Soup Kitchen and Shelter (Hillsborough)	Southwestern Community Services, Inc (Cheshire)	Southwestern Community Services, Inc (Sullivan)	Strafford County (Strafford)
Technical								
Capacity (Q1)	20	18	15	15	20	17	17	20
Collaboration (Q2)	40	40	30	33	35	30	30	40
Experience (Q3)	20	20	15	14	15	16	15	20
Knowledge (Q4)	20	18	14	20	17	18	16	20
TOTAL POINTS	100	96	74	82	87	81	78	100

TOTAL PROPOSED VENDOR COST *Not Applicable - No Cost Proposal for RFA*

<u>Reviewer Name</u>	<u>Title</u>
1 <u>Travis Newton</u>	<u>Homeless Outreach Service Coordinator</u>
2 <u>Robert Waters</u>	<u>Shelter Administrator</u>
3 <u>Carole Totzkay, MS, CHES</u>	<u>Public Health Preparedness Planner</u>
4 <u>Jessica Dow</u>	<u>Business Administrator II</u>

**New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet**

Project ID # RFA-2024-DBH-03-COLDW
Project Title Cold Weather Shelter Program

	Maximum Points Available	Tri County CAP (Carroll)	Tri County CAP (Coos)	Tri County CAP (Grafton)	Way Station (Carroll)
Technical					
Capacity (Q1)	20	15	18	18	18
Collaboration (Q2)	40	28	35	35	40
Experience (Q3)	20	18	18	19	19
Knowledge (Q4)	20	18	19	19	20
TOTAL POINTS	100	79	90	91	97
TOTAL PROPOSED VENDOR COST		<i>Not Applicable - No Cost Proposal for RFA</i>			

<u>Reviewer Name</u>	<u>Title</u>
1 <u>Travis Newton</u>	<u>Homeless Outreach Service Coordinator</u>
2 <u>Robert Waters</u>	<u>Shelter Administrator</u>
3 <u>Carole Totzkay, MS, CHES</u>	<u>Public Health Preparedness Planner</u>
4 <u>Jessica Dow</u>	<u>Business Administrator II</u>

Subject: Cold Weather Shelter Program (RFA-2024-DBH-03-COLDW-06)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Tri-County Community Action Program, Inc.		1.4 Contractor Address 30 Exchange Street Berlin, NH 03570	
1.5 Contractor Phone Number 603-752-7001	1.6 Account Number 05-95-42-423010- 63850000-102-500731	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$140,000
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: <i>Jeanne Robillard</i> Date: 8/22/2023		1.12 Name and Title of Contractor Signatory Jeanne Robillard CEO	
1.13 State Agency Signature DocuSigned by: <i>Katja S. Fox</i> Date: 8/22/2023		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: <i>Polyn Guano</i> On: 8/24/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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.

DS
JR

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

Contractor Initials

JR

Date 8/22/2023

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials

DS
JR

Date 8/22/2023

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program.**

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 October 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 three (3) 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.

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide cold weather shelter services to individuals and families who:

Are in need of appropriate shelter in NH during winter and the cold weather months; and

- 1.1.1. Meet the criteria of 'Literally Homeless' as follows:

1.1.1.1. Has a primary nighttime residence that is a public or private place not meant for human habitation;

1.1.1.2. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

1.1.1.3. Is exiting an institution where they resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

- 1.2. The Contractor must ensure services are available in Coos and Grafton Counties.

- 1.3. The Contractor must provide access to emergency shelter and related services specifically to provide safety in cold weather, to those experiencing homelessness as described in Section 1.1., and who are unable to access year-round emergency shelter services. The Contractor must:

1.3.1. Ensure that community plans that include a cold weather shelter must have shelter designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep during the winter and cold weather months.

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

1.3.3. Provide a low-barrier shelter, with no pre-conditions for entry during cold weather. Terminations from shelter must only be due to safety concerns.

1.3.4. Ensure services are provided in a facility in accordance with Section 3.4. Operation of Facilities, that includes at a minimum:

1.3.4.1. Building maintenance and repair;

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 1.3.4.2. Security systems;
 - 1.3.4.3. Heating equipment;
 - 1.3.4.4. Property and business insurance;
 - 1.3.4.5. Utilities and furnishings; and
 - 1.3.4.6. Bathrooms.
- 1.4. The Contractor must evaluate and assess appropriate housing needs throughout the counties as identified in Section 1.2. If a centralized building is not accessible for the entire counties or logical given the geographic location, the Contractor must provide alternatives to a centralized shelter.
 - 1.5. The Contractor must refer clients to the appropriate Regional Access Point for supportive services.
 - 1.6. The Contractor must engage with all municipalities, related providers, and other stakeholders in the counties as identified in Section 1.2. The Contractor must:
 - 1.6.1. Be flexible and reflective of the needs of the particular counties, and include a mix of responses, including, but not limited to:
 - 1.6.1.1. Partial funding of a cold weather shelter.
 - 1.6.1.2. Hotel stays.
 - 1.6.1.3. Other alternatives to provide shelter.
 - 1.6.1.4. Coordination of referrals to related services.
 - 1.6.1.5. Transportation to shelter solution.
 - 1.6.2. Coordinate with the municipal welfare director(s) within the counties served to leverage funds in order to serve all people experiencing homelessness who present for services.
 - 1.6.3. Build off of existing resources for such services and not replace what a community is responsible to provide under RSA 165.
 - 1.7. The Contractor must enter client data into the Homeless Management Information System, as described in the NH HMIS Policy and Procedure Manual.
 - 1.8. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
 - 1.9. The Contractor must participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
 - 1.10. The Contractor must facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to financial files.

DS
JR

8/22/2023

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

1.11. Reporting

1.11.1. The Contractor must submit monthly reports via the Department's designated Homeless Management Information System (HMIS) reporting system, which include, but are not limited to:

1.11.1.1. Number of people served each month.

1.11.1.2. Cumulative number of people served.

1.11.1.3. Number of referrals to Regional Access Point.

1.11.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.12. Background Checks

1.12.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.12.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.12.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;

1.12.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;

1.13. Privacy Impact Assessment

1.13.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.13.1.1. How PII is gathered and stored;

03
JK

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 1.13.1.2. Who will have access to PII;
 - 1.13.1.3. How PII will be used in the system;
 - 1.13.1.4. How individual consent will be achieved and revoked; and
 - 1.13.1.5. Privacy practices.
- 1.13.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.
- 1.14. Department Owned Devices, Systems and Network Usage
- 1.14.1.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:
 - 1.14.1.2. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
 - 1.14.1.3. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
 - 1.14.1.4. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 1.14.1.5. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
 - 1.14.1.6. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 1.14.1.7. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 1.14.1.8. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.14.1.9. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.14.1.10. Agree when utilizing the Department's email system:
 - 1.14.1.10.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 1.14.1.10.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.14.1.10.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 1.14.1.11. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
- 1.14.1.12. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
- 1.14.1.13. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.
- 1.14.1.14. Contractor agrees, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal

bs
JR

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.15. Contract End-of-Life Transition Services

1.15.1. General Requirements

1.15.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient". Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.15.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

- 1.15.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.
 - 1.15.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
 - 1.15.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
 - 1.15.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit D: DHHS Information Security Requirements.
- 1.15.2. Completion of Transition Services
- 1.15.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
 - 1.15.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit D: DHHS Information Security Requirements.

1.15.3. Disagreement over Transition Services Results

DS
JR

8/22/2023

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

1.15.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. 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.

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

3.2.1. 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.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

DS
JR

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.
 - 3.3.3.4. Posters.
 - 3.3.3.5. Reports.
- 3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 3.4. Operation of Facilities: Compliance with Laws and Regulations**
 - 3.4.1. 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.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. 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.
 - 4.1.2. 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

DS
JR

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

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.

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

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.

DS
JR

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. 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.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to housingsupportsinvoices@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. 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.

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT C

7. 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.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. 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.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$2,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall 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.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <i>Tri-County Community Action Program, Inc.</i> Budget Request for: <i>Cold Weather Shelter Program</i> Budget Period: <i>SFY 2024 (10/1/23-6/30/24)</i> Indirect Cost Rate (if applicable) 13.00%		
Line Item	Program Cost - Coos County	Program Cost - Grafton County
1. Salary & Wages	\$3,400	\$3,400
2. Fringe Benefits	\$1,040	\$1,040
3. Consultants	\$0	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$250	\$250
6. Travel	\$0	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/Communications	\$500	\$500
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)		
<i>Direct Client Services</i>	\$41,822	\$59,190
<i>Cold Weather Gear and Supplies</i>	\$6,000	\$6,000
<i>Administrative / Operations Support</i>	\$5,533	\$8,155
<i>Other (please specify)</i>	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$58,545	\$78,535
Total Indirect Costs	\$1,455	\$1,465
TOTAL	\$60,000	\$80,000
COMBINED TOTAL		\$140,000

DS
JR

8/22/2023

New Hampshire Department of Health and Human Services

Exhibit D

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

Contractor Initials

^{DS}
JR

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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.

Contractor Initials

OS
JR

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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.

Contractor Initials

DS
JR

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

Contractor Initials

OS
JR

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

Contractor Initials

OS
JR

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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

Contractor Initials

OS
JR

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

- 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/doi/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.

Contractor Initials

DS
JR

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

Contractor Initials

OS
JR

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

This Amendment to the Cold Weather Shelter Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Way Station ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item #47), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$215,000
3. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget, Amendment #1.
4. Add Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/17/2024

Date

DocuSigned by:
Katja S. Fox
2A0FEC7D61684F3
Name: Katja S. FOX
Title: Director

Way Station

5/17/2024

Date

DocuSigned by:
Karen Albert
3D1D70A319A4A
Name: Karen Albert
Title: Development Director

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

OFFICE OF THE ATTORNEY GENERAL

5/20/2024

Date

DocuSigned by:
Robyn Guarino

748734844941480...

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services	
<i>Complete one budget form for each budget period.</i>	
Contractor Name:	Way Station
Budget Request for:	Cold Weather Shelter Program
Budget Period:	SFY 2025 (7/1/24-6/30/25)
Indirect Cost Rate (if applicable):	0.00%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$15,552
2. Fringe Benefits (includes taxes & social security paid by employer)	\$1,259
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$374
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Client Hotel Stays</i>	\$62,066
<i>Cold weather (camping) supplies</i>	\$8,676
<i>Other (fuel cards)</i>	\$12,073
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$100,000
Total Indirect Costs	\$0
TOTAL	\$100,000


 Contractor Initials: _____
 Date: 5/17/2024

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 WAY STATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 19, 2020. 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: 845297

Certificate Number: 0006684690



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

Nathan Hall

_____ hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Way Station
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 8, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

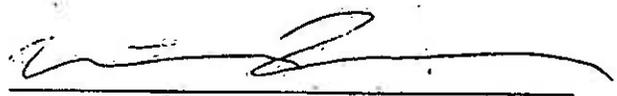
VOTED: That Karen Albert, Development Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Way Station to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority 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.

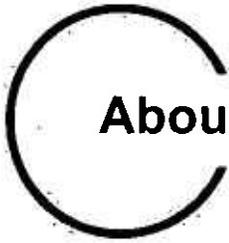
Dated: 5/8/24



Signature of Elected Officer

Name: Nathan Hall

Title: President



About Way Station

Mission	The Way Station provides safe, welcoming, non-judgmental space and supportive services for the homeless & housing insecure of Mt Washington Valley.
Vision	<p>Way Station's vision is to support the homeless and housing-insecure population by sustaining an adaptive organization to advocate for each client's future situation while providing mitigation of present struggles leading to greater quality of life.</p> <p>Advocate:</p> <ul style="list-style-type: none"> ● Form relationships with homeless and housing-insecure populations and in particular, the clients we serve ● Identify and document homelessness and housing insecurity in the MWV area ● Connect clients to additional agencies and nonprofits that also provide care for overlapping populations ● Assist client to develop a route to stability and empowerment <p>Barrier mitigation:</p> <ul style="list-style-type: none"> ● Identify process barriers ● Mitigate barriers to processes and connections that support sustainable quality of life <p>Quality of life:</p> <ul style="list-style-type: none"> ● Meet essential needs of client ● Provide services that reduce risk of harm to clients ● Identify client goals and support steps to achieve sustainable client objectives ● Identify and fill the resource gap for clients we serve ● Assist clients to strive for independent, safe, and sustainable living situations <p>Responsive:</p> <ul style="list-style-type: none"> ● Maintain flexible structure to meet individual needs
Values	<p>Our organization seeks to be:</p> <ul style="list-style-type: none"> ● Compassionate and non-judgmental: recognition of dignity and value of each human's life ● Responsive and adaptive: innovative and flexible approach to meeting client needs ● Empowering people to find their own path: supporting people's choices and independence ● Transparency and accountability: communication with clients, personnel, supporters and service providers ● Trust-building: developing connections of integrity with clients and service providers ● Teamwork: Use a collaborative and communicative approach

Way Station Budget vs. Actuals: FY23 Budget - FY23 P&L January - December 2023

	Total			
	Actual	Budget	over Budget	% of Budget
Income				
20000 - Grants			0.00	
21000 - Private Grants			0.00	
21001 - NHCF	20,000.00	10,000.00	10,000.00	200.00%
21002 Thrivent Grant	1,058.00		1,058.00	
21004 New Hampshire Electric Co-op Foundation	7,500.00		7,500.00	
21005 Ham Foundation	13,450.00		13,450.00	
21006 Zebs Grant	5,000.00		5,000.00	
21007 Rotary Club of N Conway Grant	2,500.00		2,500.00	
21008 Angas M. Lindsay Trust	3,000.00		3,000.00	
21010 Granite United Way	1,500.00	900.00	600.00	166.67%
Total 21000 - Private Grants	\$ 54,008.00	\$ 10,900.00	\$ 43,108.00	495.49%
22000 - State Grants			0.00	
22002 - CDBG-CV	12,037.31		12,037.31	
22003 2022-23 Cold Weather Grant	139,335.24	120,000.00	19,335.24	116.11%
22004 CDBG Planning Grant		22,500.00	-22,500.00	0.00%
22006 2023-24 Cold Weather Grant	8,028.17		8,028.17	
Total 22000 - State Grants	\$ 159,400.72	\$ 142,500.00	\$ 16,900.72	111.86%
Total 20000 - Grants	\$ 213,408.72	\$ 153,400.00	\$ 60,008.72	139.12%
30000 - Gifts			0.00	
30100 - Individual Donations	68,642.56	46,758.00	21,884.56	146.80%
30105 - Funding for Circles USA	400.00		400.00	
30500 - Corporate Gifts	13,666.00	2,500.00	11,166.00	546.64%
30910 - Gifted Services	1,645.00		1,645.00	
Total 30000 - Gifts	\$ 84,353.56	\$ 49,258.00	\$ 35,095.56	171.25%
31000 - Fundraising			0.00	
31001 - Way Station Fundraising	8,267.08		8,267.08	
31005 - NH Gives	958.19	5,000.00	-4,041.81	19.16%
31010 - Amazon Smile, Network for Good etc. on line donations	12.84	5,000.00	-4,987.16	0.26%
31015 -Outside Fundraisers	3,683.50	1,000.00	2,683.50	368.35%
Total 31000 - Fundraising	\$ 12,921.61	\$ 11,000.00	\$ 1,921.61	117.47%
3300 Refunds			0.00	
3315 Insurance rebate	592.00		592.00	
Total 3300 Refunds	\$ 592.00	\$ 0.00	\$ 592.00	
Total Income	\$ 311,275.89	\$ 213,658.00	\$ 97,617.89	145.69%
Gross Profit	\$ 311,275.89	\$ 213,658.00	\$ 97,617.89	145.69%
Expenses				
50000 - Program Expenses			0.00	
51000 - Near Term Client Needs			0.00	
51005 51005 Emergency Shelter	96,202.18		96,202.18	
51100 - Laundry			0.00	
51110 - Laundry Cards	6,830.00	13,280.00	-6,450.00	51.43%
51120 - Laundry Supplies	170.88	234.00	-63.12	73.03%
Total 51100 - Laundry	\$ 7,000.88	\$ 13,514.00	\$ 6,513.12	51.80%
51200 - Groceries			0.00	
51210 - Food Gift Cards		50.00	-50.00	0.00%
51220 - Food Purchases	47.56		47.56	
51230 - Gift Cards (Misc)		250.00	-250.00	0.00%
Total 51200 - Groceries	\$ 47.56	\$ 300.00	\$ 252.44	15.85%
51300 - Client Transportation	119.60		119.60	
51310 Taxi Services	100.00	100.00	0.00	100.00%
51320 Gas Cards	13,919.70	22,000.00	-8,080.30	63.27%
Total 51300 - Client Transportation	\$ 14,139.30	\$ 22,100.00	\$ 7,960.70	63.98%

	Actual	Budget	Total over Budget	% of Budget
51400 - Client Supplies			0.00	
51410 - Camping Supplies	22,070.72	80,000.00	-57,929.28	27.59%
51416 - Personal Hygiene Items	16.98		16.98	
Total 51400 - Client Supplies	\$ 22,087.70	\$ 80,000.00	-\$ 57,912.30	27.61%
51500 - Communication			0.00	
51510 - Phone	1,286.04	1,801.00	-314.96	80.33%
51520 - Phone Cards	4,749.76	10,175.00	-5,425.24	46.68%
51521 - E-911 Charges	44.25		44.25	
51522 - Tax - Federal	332.50		332.50	
51530 - PO Box	332.00	350.00	-18.00	94.86%
51540 - Client Postage		150.00	-150.00	0.00%
Total 51500 - Communication	\$ 6,744.55	\$ 12,276.00	-\$ 5,531.45	54.94%
51600 - Financial Assistance			0.00	
51610 - Loans to be repaid		1,000.00	-1,000.00	0.00%
51620 - Stabilization Assistance	2,585.00	6,000.00	-3,415.00	43.08%
Total 51600 - Financial Assistance	\$ 2,585.00	\$ 7,000.00	-\$ 4,415.00	36.93%
Total 51000 - Near Term Client Needs	\$ 148,807.17	\$ 135,190.00	\$ 13,617.17	110.07%
51700 - Circles USA			0.00	
51704 Circles Website Hosting	133.60		133.60	
51705 - Annual Membership	5,000.00	5,000.00	0.00	100.00%
51706 - Circles Training Expenses		1,500.00	-1,500.00	0.00%
Total 51700 - Circles USA	\$ 5,133.60	\$ 6,500.00	-\$ 1,366.40	78.98%
53000 - Payroll - Client Services			0.00	
53051 -Payroll Processing ADP	1,765.11		1,765.11	
53100 - Client Services Coord (CSC) Salary & Wages			0.00	
53101 - CSC Salary	28,744.20	36,354.00	-7,609.80	79.07%
53102 - CSC Payroll Tax Expenses	11,168.39	1,089.00	10,079.39	1025.56%
53103 - CSC Social Security		2,047.00	-2,047.00	0.00%
53104 - CSC Expenses	686.49	1,215.00	-528.51	56.50%
53105 - CSC Medical /Health Savings Account		479.00	-479.00	0.00%
Total 53100 - Client Services Coord (CSC) Salary & Wages	\$ 40,599.08	\$ 41,184.00	-\$ 584.92	98.58%
53110 Cold Weather			0.00	
53111 2022-23 Cold Weather Salary	14,977.12	19,376.30	-4,399.18	77.30%
53112 2022-23 Cold Weather Payroll Tax	1,484.84	1,925.70	-440.86	77.11%
53113 2023-24 Cold Weather Salary	1,740.80		1,740.80	
53114 2023-24 Cold Weather Payroll Tax	980.60		980.60	
53115 23-24 Cold Weather ADP admin	132.40		132.40	
Total 53110 Cold Weather	\$ 19,315.76	\$ 21,302.00	-\$ 1,986.24	90.68%
53120 Development Director (deleted)			0.00	
53121 Dev Dir Salary (deleted)	1,101.72		1,101.72	
Total 53120 Development Director (deleted)	\$ 1,101.72	\$ 0.00	\$ 1,101.72	
Total 53000 - Payroll - Client Services	\$ 62,781.67	\$ 62,486.00	\$ 295.67	100.47%
Total 50000 - Program Expenses	\$ 216,722.44	\$ 204,176.00	\$ 12,546.44	108.14%
60000 - Management & Admin Expense			0.00	
60100 - Office Expenses			0.00	
60105 - Equipment - purchase, maintenance, repair	1,119.98	150.00	969.98	746.65%
60110 - Business Supplies	79.22	600.00	-520.78	13.20%
60115 - Operating Supplies	154.34	120.00	34.34	128.62%
60120 - Computer/On line Communications	36.18	1,768.00	-1,731.84	2.05%
60125 - Annual Software Subscriptions	174.00	174.00	0.00	100.00%
60130 - Mail supplies (not fundraising)	60.00	380.00	-300.00	16.67%
60140 - Background Checks	93.00	400.00	-307.00	23.25%
Total 60100 - Office Expenses	\$ 1,716.70	\$ 3,572.00	-\$ 1,855.30	48.06%
60200 - Professional Expenses			0.00	
60205 - Bookkeeper		5.00	-5.00	0.00%
60215 - Auditing/CPA		100.00	-100.00	0.00%
60220 - Strategic Plan consultant		300.00	-300.00	0.00%
60225 60225- Publicity		3,358.00	-3,358.00	0.00%

	Actual	Budget	Total over Budget	% of Budget
Total 60200 - Professional Expenses	\$ 0.00	\$ 3,763.00	-\$ 3,763.00	0.00%
60250 - Insurance			0.00	
60255 - Liability Insurance	1,721.95		1,721.95	
60256 60256 Professional Liability		1,000.00	-1,000.00	0.00%
60260 - D&O Insurance	2,020.50	1,000.00	1,020.50	202.05%
60265 - Worker's Compensation	1,826.00	1,100.00	726.00	168.00%
Total 60250 - Insurance	\$ 5,568.45	\$ 3,100.00	\$ 2,468.45	179.63%
60300 - Fees & Registrations	75.00		75.00	
60305 - NH Center For Non-Profits	173.00	173.00	0.00	100.00%
60306 990 Online Filing Fees	41.00	45.00	-4.00	91.11%
60310 - NH Charitable Trust Unit	75.00	75.00	0.00	100.00%
60315 - Bank Fees	-0.01		-0.01	
Total 60300 - Fees & Registrations	\$ 363.99	\$ 293.00	\$ 70.99	124.23%
60400 - Fundraising			0.00	
60405 - Fundraising Fees	550.00	400.00	150.00	137.50%
60410 - Other Fundraising Expenses	2,886.59		2,886.59	
60420 Development Director			0.00	
60421 Dev Dir Salary	22,609.83		22,609.83	
60422 Dev Dir Tax	9,934.62		9,934.62	
60424 Dev Dir Other Expenses	3,482.11		3,482.11	
Total 60420 Development Director	\$ 36,026.56	\$ 0.00	\$ 36,026.56	
Total 60400 - Fundraising	\$ 39,463.15	\$ 400.00	\$ 39,063.15	9865.79%
60500 - Way Station - Facility Costs			0.00	
60515 - Way Station - Renovations/Repairs/Maintenance	2,913.07	26,810.00	-23,896.93	10.87%
Total 60500 - Way Station - Facility Costs	\$ 2,913.07	\$ 26,810.00	-\$ 23,896.93	10.87%
70000 - TBD Facilities			0.00	
70100 - Housing Task Force			0.00	
70110 - Placeholder/Task Force expenses		1.00	-1.00	0.00%
Total 70100 - Housing Task Force	\$ 0.00	\$ 1.00	-\$ 1.00	0.00%
Total 70000 - TBD Facilities	\$ 0.00	\$ 1.00	-\$ 1.00	0.00%
Total 60000 - Management & Admin Expense	\$ 50,025.36	\$ 37,939.00	\$ 12,086.36	131.86%
Ask My Accountant	200.00		200.00	
Total Expenses	\$ 268,947.80	\$ 242,115.00	\$ 24,832.80	110.26%
Net Operating Income	\$ 44,328.09	-\$ 28,457.00	\$ 72,785.09	-155.77%
Other Income				
10400 - Interest	50.83		50.83	
Total Other Income	\$ 50.83	\$ 0.00	\$ 50.83	
Net Other Income	\$ 50.83	\$ 0.00	\$ 50.83	
Net Income	\$ 44,378.92	-\$ 28,457.00	\$ 72,835.92	-155.95%

Saturday, May 04, 2024 12:37:09 PM GMT-7 - Cash Basis

Way Station
Balance Sheet
 As of December 31, 2023

	Total
ASSETS	
Current Assets	
Bank Accounts	
10000 - TD Checking (8019)	50,986.28
10050 - Transfer Holding Account	12,389.70
10100 - TD Savings (0626)	110,713.93
10200 - Cash at home	688.25
10300 - Cash on site	75.24
Total Bank Accounts	\$ 174,853.40
Total Current Assets	\$ 174,853.40
TOTAL ASSETS	\$ 174,853.40
LIABILITIES AND EQUITY	
Liabilities	
Total Liabilities	
Equity	
Opening Balance Equity	1,822.11
Retained Earnings	128,652.37
Net Income	44,378.92
Total Equity	\$ 174,853.40
TOTAL LIABILITIES AND EQUITY	\$ 174,853.40

Saturday, May 04, 2024 12:28:36 PM GMT-7 - Cash Basis



Way Station
PO Box 1888, 15 Grove Street
North Conway, NH 03860

Way Station Board of Trustees

Nathan Hall, President

Gail Doktor, Vice President

Sue Davidson, Secretary

Jeannette Heidmann, Treasurer

Julie Bosak, Member

Hayes Miller, Member

DAN LAVIGNE - Resume

pg 1 of 3

PROFESSIONAL EXPERIENCE

BLUE HERON Neurofeedback and

Counseling: April 2021-Current

- Clinical Director/Clinical Supervisor - Stacie Leclerc
- Clinical Supervisor - Elaine Davis
April 2021-September 2021

Outpatient Counselor

Duties:

- Screening and assessing to determine level of care
- Assist individuals in discovering treatment goals
- Development and implementation of treatment plans
- Support and facilitate client community support structure
- All phases of client documentation
- Individual substance use disorder counseling
- Supervised individual mental health counseling
- Client advocacy
- Interagency collaboration

WAY STATION: April 2021-Current

- Direct Supervisor - Nathan Hall

Homeless and Housing Insecure Outreach Coordinator

Duties:

- Screening clients to determine level of need
- Development of weekly needs documentation
- Assist individuals in exploring community resources
- Screening client calls to determine severity of need
- Community resource navigation
- Support and facilitate client community support structure
- Agency and client documentation
- Volunteer scheduling and recruitment
- Interagency collaboration

DAN LAVIGNE - Resume

pg 2 of 3

WHITE HORSE ADDICTION CENTER:

February 2017 – 2021

- Clinical Supervisor - Joni O'Brien

**Outpatient Counselor / Intensive
Outpatient Program Facilitator /
CRSW Supervisor**

Duties:

- Screening and assessing to determine level of care
- Development and implementation of recovery-oriented groups and psychoeducational classes
- Assist individuals in discovering treatment goals
- Development and implementation of treatment plans
- Group counseling facilitation
- Support and facilitate client community support structure
- All phases of client documentation
- Individual substance use disorder counseling
- Client advocacy
- Interagency collaboration
- Interviewing potential employees
- Provide CRSW clinical supervision

TRI-COUNTY CAP Friendship House

November 2012-April 2017

- Clinical Supervisor - Stacy Leclerc

Outpatient Counselor June 2016 - 2017

**Transitional Living Coordinator July
2015- June 2016**

Transitional Living Work Therapy

Supervisor July 2015- June 2016

General Building Maintenance

Coordinator July 2015-June 2016

Residential Substance Abuse Counselor

February 2015 – June 2016

Program Coordinator January 2014 –

February 2015

Program Advisor November 2012 –

January 2014

TRI-COUNTY CAP (cont'd)

Duties:

- Utilize screening tools to determine client placement
- Development and implementation of recovery-oriented groups and educational classes
- Assist clients with treatment goals
- Development and implementation of treatment plans
- Group counseling facilitation
- Support and facilitate client community support structure
- All phases of client documentation
- Individual substance abuse counseling
- Develop workplace structure
- Instruct clients in appropriate workplace behaviors
- Client case management
- Client advocacy between organizations
- Interagency collaboration
- Coordinate Program staff schedules
- Facilitate collaboration between clinical and administrative teams
- Staff advocacy
- Facilitate staff meetings
- Create and facilitate staff training
- Interviewing potential employees
- Reviewing medical and medication documentation
- Creating and implementing new policies and procedures
- Identifying troubled areas and proposing potential corrections
- Deliver individual substance use disorder counseling services
- Conduct substance use disorder evaluations
- Coordinate client services within 3 counties and 4 offices

DAN LAVIGNE - Resume

pg.3 of 3

ACADEMIC

- Graduated Summa Cum Laude from NHTI-Concord with an Associate of Science in Addiction Counseling
- Graduated Cum Laude from Springfield College with a Bachelor of Science in Human Services
- Graduated Springfield College with a Master of Science in Clinical Mental Health Counseling
- PESI Certified ADHD Professional (ADHD-CCSP)

SPECIAL SKILLS and QUALIFICATIONS

- Licensed Alcohol and Drug Counselor (LADC) in the State of New Hampshire
- Master level Licensed Alcohol and Drug Counselor candidate
- Clinical Mental Health Counselor candidate
- ADHD concentration
- Intentional peer-support training
- Wellness Recovery Action Plan training

KAREN B. ALBERT



"No leader sets out to be a leader. People set out to live their lives, expressing themselves fully. When that expression is of value, they become leaders. So the point is not to become a leader. The point is to become yourself, to use yourself completely – all your skills, gifts and energies – in order to make your vision manifest. You must withhold nothing. You must, in sum, become the person you started out to be, and to enjoy the process of becoming." Warren Bennis

EXPERIENCE

OCTOBER 2020 – JULY 29, 2022

DIRECTOR COMMUNITY RELATIONS, MWV ADULT DAY CENTER CONWAY, NH

Responsibilities: Developing, marketing and outreach to older adult community and businesses who care for them, build and sustain lasting relations, providing therapeutic care and caregiver respite. Growth of a sustainable development plan included planned giving, organization development, grant research, writing and management, fundraising, events. Highly organized, compassionate, kind, trustworthy.

JULY 2018 – JUNE 30, 2020

DIRECTOR, SEACOAST WALDORF SCHOOL ELIOT, ME

Responsibilities: Performance and oversight of administrative staff; school policy and procedures; employee and student records; safety and disaster standards and crisis planning; day to day school finances and operations; budgeting, forecasting; compliance with all governmental regulatory, licensing and legal standards. Communication and collaboration with parents, faculty and Board.

NOVEMBER 2017-AUGUST 2018

DIRECTOR OF DEVELOPMENT, WHITE MOUNTAIN WALDORF SCHOOL ALBANY, NH

Responsibilities: Establish and uphold relationships in the community; all fundraising, included annual appeal, annual auction, grants, foundations, meeting with donors who support Waldorf/private education in MWV. Enrollment, marketing, contracting tuition agreements, tuition setting, financial aid. Management of accounts, reporting, and recognition follow up.

MARCH 2012-NOVEMBER 2017

ADMINISTRATOR, WHITE MOUNTAIN WALDORF SCHOOL ALBANY, NH

Responsibilities: Daily operations of the school, preserving balance, professional integrity, empathy, compassion. Serving the students, parents, staff, community, and Board of Trustees. Focus on effective and efficient communication, interpersonal conversations, group facilitation, HR policy. NHDOE Code of Administrative Rules, licensing for non-public/private schools. Oversight of enrollment contracts, financial responsibilities of the school, facilities, donor development, collaborative leadership, and proactive/reactive responsibility to ensure the safety of the school. Leadership Council, Strategic Planning, Program planning, hiring.

**1992-2012: OPERATIONS, MARKETING, MANAGEMENT, SALES, SERVICE: COMPUTER PORT
RED JACKET RESORTS, WHITE MOUNTAINS DESTINATION NETWORK, FOURPOINTS HOTEL BY
SHERATON, WENTWORTH RESORT HOTEL NORTH CONWAY, NH**

EDUCATION

SEPTEMBER 2020 – DECEMBER 2021

BA HUMAN DEVELOPMENT-GRADUATED 4.0

ANTIOCH UNIVERSITY, ONLINE

YELLOW SPRINGS, OH

JULY – AUGUST 2020

TRANSDICIPLINARY STUDIES IN HEALING EDUCATION

ANTIOCH UNIVERSITY

KEENE, NH

JULY 2018, JULY 2019, JULY 2020

ART OF ADMINISTRATION & LEADERSHIP, SOUND CIRCLE CENTER FOR ARTS AND

ANTHROPOSOPHY

GHENT, NY

Leading with Spirit 3 Year Summer Intensive Certificate

APRIL 2015-APRIL 2016

WALDORF ADMINISTRATOR AND LEADERSHIP DEVELOPMENT

ANTIOCH UNIVERSITY

KEENE, NH

1992-2008

BUSINESS MANAGEMENT, STRATEGIC LEADERSHIP - GRANITE STATE COLLEGE CONWAY, NH

1983-1985

TRAVEL ADMINISTRATION, BAY PATH UNIVERSITY

LONGMEADOW, MA

SKILLS

- Communication/Collaboration/Consistency
- Leadership – Professional/Open
- Problem Solving/Conflict Resolution
- Efficient/Organized/Resourceful
- Short Term/Long Term Fiscal Planning
- Trustworthy/Confidential/Flexible
- Compassionate/Approachable
- Proficient in MS Office, Google Drive, QuickBooks, WordPress, Canva, CRM, Social Media, Grant tools

CERTIFICATION/INTERESTS

- Served as AWSNA Delegate Northeast/Quebec Region 2012-2020
- MWV Leadership Course – MWVCC, North Conway, NH
- Collaborative Leadership - Sunbridge Institute, Chestnut Hill, NY
- Focus on Selling – ITT Sheraton
- Travel Agent Certificate – Penny Pitou Travel School, Laconia, NH
- MWV Chamber Member over 20 years
- York and Portsmouth Chamber Member – 2018-2020

Continued interest in professional development, education, consulting, mentoring, volunteering, community service, gardening, traveling, yoga, spending time in nature, skiing, hiking, swimming, kayaking, paddle boarding, dance, spending time with friends and family.

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: _____

Way Station _____

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Dan Lavigne	Client Care Coordinator	\$10,142.58	\$74,142.58
Karen Albert	Cold Weather Team Member	\$5,409.37	\$42,849.37
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

ARC



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

47

Lori A. Weaver
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

August 21, 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 contracts with the Contractors listed below in an amount not to exceed \$920,000 for the provision of services to assist with the operation of cold weather solutions for individuals and families experiencing homelessness, with the option to renew for up to three (3) additional years, effective October 1, 2023, upon Governor and Council approval, through June 30, 2024. 100% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
County of Merrimack	177435-B001	Merrimack County	\$115,000
County of Strafford	177478-B001	Strafford County	\$55,000
Nashua Soup Kitchen and Shelter, Inc.	174173-P001	Hillsborough County	\$275,000
Southwestern Community Services, Inc.	177511-B001	Cheshire and Sullivan Counties	\$140,000
The Lakes Region Mental Health Center, Inc.	154480-B001	Belknap County	\$80,000
Tri-County Community Action Program, Inc.	177195-B001	Coos and Grafton Counties	\$140,000
Way Station	339623-R001	Carroll County	\$115,000
		Total:	\$920,000

Funds are available in the following accounts for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for the Contractors to assist with the operation of cold weather solutions for individuals and families experiencing homelessness and to assist with the mitigation of negative outcomes of homelessness this upcoming winter. Pursuant to House Bill (HB) 2, Section 564 (2023), funds were made available to each county in the state. Award amounts were determined by the language in HB 2: "The department shall distribute \$1,000,000 to one provider in each county based on 50 percent to be distributed evenly across each county and 50 percent based on the most recent preliminary point-in-time count of those experiencing homelessness in the county." The Department is presenting a complementary sole source agreement with a provider in Rockingham County to ensure statewide access.

Approximately 333 individuals who are experiencing homelessness, who are in need of appropriate shelter during the winter and cold weather months will be served during State Fiscal Year 2024.

The Contractors will provide access to emergency shelter and related services specifically to provide safety in cold weather to individuals and families who are unable to access year-round emergency shelter services. The Contractors will engage with all municipalities and related service providers for their county. They will offer a variety of low-barrier solutions reflective of the needs of the county, such as shelters, hotel stays, warming centers, coordination of referrals to related services and transportation to shelter solutions.

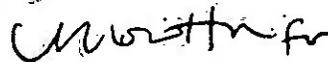
The Department will monitor services by engaging in monthly meetings with the Contractors and reviewing the monthly reports provided by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from June 29, 2023 through July 24, 2023. The Department received 11 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the attached agreements, the parties have the option to extend the agreements for up to three (3) 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 a gap in emergency cold weather services throughout the upcoming winter months, leaving individuals experiencing unsheltered homelessness without the fatality preventions provided by this critical safety net service.

Respectfully submitted,



Lori A. Weaver
Commissioner

05-95-42-423010-83850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIVISION, HOMELESS AND HOUSING, HOMELESS & HOUSING SHELTER FD
100% General Funds

County of Merrimack

Vendor # 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$115,000	\$115,000
		Sub Total		\$0	\$115,000	\$115,000

County of Strafford

Vendor # 177478 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$55,000	\$55,000
		Sub Total		\$0	\$55,000	\$55,000

The Lakes Region Mental Health Center, Inc.

Vendor # 154480 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$80,000	\$80,000
		Sub Total		\$0	\$80,000	\$80,000

Nashua Soup Kitchen and Shelter, Inc.

Vendor # 174173 - P001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$275,000	\$275,000
		Sub Total		\$0	\$275,000	\$275,000

Southwestern Community Services, Inc.

Vendor # 177511 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$140,000	\$140,000
		Sub Total		\$0	\$140,000	\$140,000

Tri-County Community Action Program, Inc.

Vendor # 177195 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$140,000	\$140,000
		Sub Total		\$0	\$140,000	\$140,000

Way Station

Vendor # 339623 - R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	\$0	\$115,000	\$115,000
		Sub Total		\$0	\$115,000	\$115,000

Total	\$0	\$920,000	\$920,000
-------	-----	-----------	-----------

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RFA-2024-DBH-03-COLDW

Project Title Cold Weather Shelter Program

	Maximum Points Available	Community Action Partnership of Strafford County (Strafford)	County of Merrimack (Merrimack)	Lakes Region Mental Health Center, Inc (Belknap)	Nashua Soup Kitchen and Shelter (Hillsborough)	Southwestern Community Services, Inc (Cheshire)	Southwestern Community Services, Inc (Sullivan)	Strafford County (Strafford)
Technical								
Capacity (Q1)	20	18	15	15	20	17	17	20
Collaboration (Q2)	40	40	30	33	35	30	30	40
Experience (Q3)	20	20	15	14	15	16	15	20
Knowledge (Q4)	20	18	14	20	17	18	16	20
TOTAL POINTS	100	96	74	82	87	81	78	100

TOTAL PROPOSED VENDOR COST *Not Applicable - No Cost Proposal for RFA*

Reviewer Name	Title
1 <u>Travis Newton</u>	<u>Homeless Outreach Service Coordinator</u>
2 <u>Robert Waters</u>	<u>Shelter Administrator</u>
3 <u>Carole Totzkay, MS, CHES</u>	<u>Public Health Preparedness Planner</u>
4 <u>Jessica Dow</u>	<u>Business Administrator II</u>

New Hampshire Department of Health and Human Services
 Division of Finance and Procurement
 Bureau of Contracts and Procurement
 Scoring Sheet

Project ID # RFA-2024-DBH-03-COLDW

Project Title Cold Weather Shelter Program

	Maximum Points Available	Tri County CAP (Carroll)	Tri County CAP (Coos)	Tri County CAP (Grafton)	Way Station (Carroll)
Technical					
Capacity (Q1)	20	15	18	18	18
Collaboration (Q2)	40	28	35	35	40
Experience (Q3)	20	18	18	19	19
Knowledge (Q4)	20	18	19	19	20
TOTAL POINTS	100	79	90	91	97

TOTAL PROPOSED VENDOR COST *Not Applicable - No Cost Proposal for RFA*

Reviewer Name	Title
1. <u>Travis Newton</u>	<u>Homeless Outreach Service Coordinator</u>
2. <u>Robert Waters</u>	<u>Shelter Administrator</u>
3. <u>Carole Totzkay, MS, CHES</u>	<u>Public Health Preparedness Planner</u>
4. <u>Jessica Dow</u>	<u>Business Administrator II</u>

Subject: Cold-Weather Shelter Program (RFA-2024-DBH-03-COLDW-07)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

<p>1.1 State Agency Name New Hampshire Department of Health and Human Services</p>		<p>1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857</p>	
<p>1.3 Contractor Name Way Station</p>		<p>1.4 Contractor Address 15 Grove St, PO Box 1888 North Conway, NH 03860</p>	
<p>1.5 Contractor Phone Number 603) 452-7113</p>	<p>1.6 Account Number 05-95-42-423010- 63850000-102-500731</p>	<p>1.7 Completion Date 6/30/2024</p>	<p>1.8 Price Limitation \$115,000</p>
<p>1.9 Contracting Officer for State Agency Robert W. Moore, Director</p>		<p>1.10 State Agency Telephone Number (603) 271-9631</p>	
<p>1.11 Contractor Signature DocuSigned by: <i>Gail Doktor</i> 8/22/2023</p>		<p>1.12 Name and Title of Contractor Signatory Gail Doktor Vice President, Bd</p>	
<p>1.13 State Agency Signature DocuSigned by: <i>Katja S. Fox</i> 8/22/2023</p>		<p>1.14 Name and Title of State Agency Signatory Katja S. Fox Director</p>	
<p>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____</p>			
<p>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Robin Quirino</i> On: 8/27/2023</p>			
<p>1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____</p>			

DS
GD

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.

Contractor Initials

Date 8/22/2023

DS
CD

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

OS
AD

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

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 October 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 three (3) 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.

OS
GD

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide cold weather shelter services to individuals and families who:

Are in need of appropriate shelter in NH during winter and the cold weather months; and

1.1.1. Meet the criteria of 'Literally Homeless' as follows:

1.1.1.1. Has a primary nighttime residence that is a public or private place not meant for human habitation;

1.1.1.2. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

1.1.1.3. Is exiting an institution where they resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

1.2. The Contractor must ensure services are available in Carroll County.

1.3. The Contractor must provide access to emergency shelter and related services specifically to provide safety in cold weather, to those experiencing homelessness as described in Section 1.1., and who are unable to access year-round emergency shelter services. The Contractor must:

1.3.1. Ensure that community plans that include a cold weather shelter must have shelter designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep during the winter and cold weather months.

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

1.3.3. Provide a low-barrier shelter, with no pre-conditions for entry during cold weather. Terminations from shelter must only be due to safety concerns:

1.3.4. Ensure services are provided in a facility in accordance with Section 3.4. Operation of Facilities, that includes at a minimum:

1.3.4.1. Building maintenance and repair;

1.3.4.2. Security systems;

DS
GD

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 1.3.4.3. Heating equipment;
 - 1.3.4.4. Property and business insurance;
 - 1.3.4.5. Utilities and furnishings; and
 - 1.3.4.6. Bathrooms.
- 1.4. The Contractor must evaluate and assess appropriate housing needs throughout the county as identified in Section 1.2. If a centralized building is not accessible for the entire county or logical given the geographic location, the Contractor must provide alternatives to a centralized shelter.
- 1.5. The Contractor must refer clients to the appropriate Regional Access Point for supportive services.
- 1.6. The Contractor must engage with all municipalities, related providers, and other stakeholders in the county as identified in Section 1.2. The Contractor must:
- 1.6.1. Be flexible and reflective of the needs of the particular county, and include a mix of responses, including, but not limited to:
 - 1.6.1.1. Partial funding of a cold weather shelter.
 - 1.6.1.2. Hotel stays.
 - 1.6.1.3. Other alternatives to provide shelter.
 - 1.6.1.4. Coordination of referrals to related services.
 - 1.6.1.5. Transportation to shelter solution.
 - 1.6.2. Coordinate with the municipal welfare director(s) within the county served to leverage funds in order to serve all people experiencing homelessness who present for services.
 - 1.6.3. Build off of existing resources for such services and not replace what a community is responsible to provide under RSA 165.
- 1.7. The Contractor must enter client data into the Homeless Management Information System, as described in the NH HMIS Policy and Procedure Manual.
- 1.8. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.
- 1.9. The Contractor must participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.
- 1.10. The Contractor must facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to financial files.
- 1.11. Reporting

DS
GD

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 1.11.1. The Contractor must submit monthly reports via the Department's designated Homeless Management Information System (HMIS) reporting system, which include, but are not limited to:
 - 1.11.1.1. Number of people served each month.
 - 1.11.1.2. Cumulative number of people served.
 - 1.11.1.3. Number of referrals to Regional Access Point.
- 1.11.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.12. Background Checks
 - 1.12.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
 - 1.12.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;
 - 1.12.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;
 - 1.12.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;
- 1.13. Privacy Impact Assessment
 - 1.13.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:
 - 1.13.1.1. How PII is gathered and stored;
 - 1.13.1.2. Who will have access to PII;

PS
GD

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 1.13.1.3. How PII will be used in the system;
- 1.13.1.4. How individual consent will be achieved and revoked; and
- 1.13.1.5. Privacy practices.
- 1.13.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.
- 1.14. Department Owned Devices, Systems and Network Usage
 - 1.14.1.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:
 - 1.14.1.2. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
 - 1.14.1.3. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;
 - 1.14.1.4. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 1.14.1.5. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;
 - 1.14.1.6. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;
 - 1.14.1.7. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

DS
GD

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

- 1.14.1.8. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."
- 1.14.1.9. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and
- 1.14.1.10. Agree when utilizing the Department's email system:
 - 1.14.1.10.1. To only use a Department email address assigned to them with a "@affiliate.DHHS.NH.Gov".
 - 1.14.1.10.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 1.14.1.10.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 1.14.1.11. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
- 1.14.1.12. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
- 1.14.1.13. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.
- 1.14.1.14. Contractor agrees, if any End User is found to be in violation of any of the above-Department terms and conditions of the Contract, said End User may face removal

GD

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.14.1.15. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.14.2. Workspace Requirement

1.14.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.15. Contract End-of-Life Transition Services

1.15.1. General Requirements

1.15.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Contractor engaged by the Department to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient". Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.15.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT B

Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.15.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract, said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

1.15.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

1.15.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.15.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit D: DHHS Information Security Requirements.

1.15.2. Completion of Transition Services

1.15.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.15.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit D: DHHS Information Security Requirements.

1.15.3. Disagreement over Transition Services Results

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

1.15.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Contract.

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. 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.

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

3.2.1. 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.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT B

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

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

3.3.3.1. Brochures.

3.3.3.2. Resource directories.

3.3.3.3. Protocols or guidelines.

3.3.3.4. Posters.

3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

3.4.1. 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.

4. Records

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

4.1.1. 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.

4.1.2. 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

OS
GD

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT B

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.

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

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.

DS
GD

**New Hampshire Department of Health and Human Services
Cold Weather Shelter Program**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. 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.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to housingsupportsinvoices@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. 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.

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT C

7. 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.
8. Audits
- 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
- 8.1.1. 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.
- 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$2,000,000 or more.
- 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.2. If Condition A exists, the Contractor shall 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.
- 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
- 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.4. In addition to, and not in any way in limitation of, obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

DS
GD

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name: <i>Way Station</i>	
Budget Request for: <i>Cold Weather Shelter Program</i>	
Budget Period <i>SFY 2024 (10/1/23-6/30/24)</i>	
Indirect Cost Rate (if applicable) <i>0.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$14,482
2. Fringe Benefits (includes taxes & social security paid by employer)	\$1,557
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$1,471
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
<i>Client Hotel Stays</i>	\$78,041
<i>Cold weather (camping) supplies</i>	\$19,450
<i>Other (please specify)</i>	\$0
<i>Other (please specify)</i>	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$115,000
Total Indirect Costs	\$0
TOTAL	\$115,000



New Hampshire Department of Health and Human Services

Exhibit D

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

Contractor Initials

GD

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

- 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.

Contractor Initials

DS
GD

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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.

Contractor Initials

DS
GD

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

Contractor Initials

DS
CD

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Contractor Initials

OS
GD

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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

Contractor Initials

ds
GD

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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/doi/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.

Contractor Initials

DS
GD

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

- d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

Contractor Initials

ps
GD

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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