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

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
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September 4, 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 enter into a **Sole Source** contract with Concord Coalition to End Homelessness (VC#267140) Concord, NH, in the amount of $700,525 for the provision of a housing services continuum of care project, with the option to renew for up to five (5) additional years, effective October 1, 2024, upon Governor and Council approval, through September 30, 2029. 100% Federal Funds.

Funds are available in State Fiscal Year 2025 and are anticipated to be available in State Fiscal Years 2026 through 2030, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	074-500589	Grants for Pub Asst and Relief	42307050	$105,079
2026	074-500589	Grants for Pub Asst and Relief	42307050	$140,105
2027	074-500589	Grants for Pub Asst and Relief	42307050	$140,105
2028	074-500589	Grants for Pub Asst and Relief	42307050	$140,105
2029	074-500589	Grants for Pub Asst and Relief	42307050	$140,105
2030	074-500589	Grants for Pub Asst and Relief	42307050	$35,026
			Subtotal	**$700,525**

EXPLANATION

This request is **Sole Source** because U.S. Department of Housing and Urban Development (HUD) regulations require the Department to specify the vendor's name during their annual Continuum of Care (CoC) competitive application process. HUD reviews and scores vendor applications based on policy and criteria outlined in the federal Notice of Funding Opportunity. HUD subsequently awards funding based on strict federal criteria and specifies eligible activities, populations to be served, expected performance outcomes, time frames for the

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

A total of approximately eight (8) households will be served, at any given time annually, through the Permanent Housing projects.

The Contractor, using the federally required Housing First model, will provide Permanent Supportive Housing services that offer long-term rental and leasing assistance for participants with a disability, as defined by HUD. Permanent Supporting Housing includes supportive services designed to meet the individual needs of program participants.

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

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

As referenced in Exhibit A, Revisions to Standard Agreement Provisions of the attached agreement, the parties have the option to extend the agreement for up five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

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

Area served: Statewide

Source of Federal Funds: Assistance Listing Number (ALN) 14.267, FAIN NH0166L1T002300.

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

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 Concord Coalition to End Homelessness		1.4 Contractor Address 238 North Main Street Concord, NH 03301	
1.5 Contractor Phone Number 603-290-3375	1.6 Account Unit and Class TBD	1.7 Completion Date 9/30/29	1.8 Price Limitation $700,525
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by: Karen M. Jantzen E14BE3891D70448...	Date: 8/28/2024	1.12 Name and Title of Contractor Signatory Karen M. Jantzen Executive Director	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D05B04C63442...	Date: 8/29/2024	1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 748734844941460...		On: 9/3/2024	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Initial KMJ

Contractor Initials

Date 8/28/2024

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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Contractor Initials KMJ

Date 8/28/2024

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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Date 8/28/2024

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

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

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Contractor Initials
Date 8/28/2024

New Hampshire Department of Health and Human Services
Continuum of Care - CCEH

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, 2024 ("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 five (5) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

EXHIBIT B

Scope of Services

1. **Statement of Work**

1.1. **Continuum of Care**

1.1.1. Permanent Supportive Housing (PSH)

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

1.1.1.2. The Contractor must provide a Permanent Supportive Housing program, in this agreement, that is targeted to serve eight (8) households.

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

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

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

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

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

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

1.1.1.8.1. Increasing both earned and non-earned income;

1.1.1.8.2. Ensuring that program participants receive individual assistance in obtaining the benefits of mainstream health, social, and employment programs for which

they are eligible to apply and that meet their needs; and

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

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

1.2. Provisions Applicable to All Services

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

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

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

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

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

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

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

1.2.7.1. Utilization of the Housing First model that ensures:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2.15. The Contractor must cooperate fully with, and must answer all questions related to, this Agreement from representatives of state or federal agencies who may conduct periodic observation and review of performance, activities, and conduct an inspection of records and documents.

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

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

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

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

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

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

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

1.2.20. The Contractor must establish and maintain standard operating procedures to ensure CoC program funds are used in accordance with 24 CFR 578, 2 CFR Part 500, and must establish and maintain sufficient records to enable HUD

and the Department to determine Contractor compliance, including but not limited to:

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

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

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

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

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

1.2.20.1.3.2. The reasonable belief of imminent threat of further domestic violence, dating violence, or sexual assault or

stalking, which would include threats from a third-party, such as a friend or family member of the perpetrator of the violence. This may be written observation by the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the victim has sought assistance; current restraining order; recent court order or other court records; law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts; or a written certification by the program participant to whom the violence occurred or the head of household.

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

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

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

1.2.20.2.2.1. Most recent wage statement;

1.2.20.2.2.2. Unemployment compensation statement;

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

1.2.20.2.2.4. Income received before the date of the evaluation.

1.2.20.2.3. To the extent that source documents are unobtainable, a written statement by a relevant third

party, which may include an employer or a government benefits administrator, or the written certification by the Contractor's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contract Administration

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

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

2.3. The Department shall annually conduct a review, onsite or remotely at DHHS's discretion, of the Contractor's participant files and at least one month of financial data to ensure compliance with the contractual objectives.

3. Reporting Requirements

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

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

NH DHHS

Bureau of Homeless Services

129 Pleasant Street

Concord, NH 03301

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

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

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

4. Background Checks

4.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

4.1.1. 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;

4.1.2. 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; and

4.1.3. 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.

5. Confidential Data

5.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

5.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

6. Privacy Impact Assessment

6.1. 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:

6.1.1. How PII is gathered and stored;

6.1.2. Who will have access to PII;

6.1.3. How PII will be used in the system;

6.1.4. How individual consent will be achieved and revoked; and

6.1.5. Privacy practices.

6.2. 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.

7. Department Owned Devices, Systems and Network Usage

7.1. Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, 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, must:

7.1.1. 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;

7.1.2. 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;

7.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

7.1.4. 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;

7.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

7.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

7.1.7. 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."

7.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

7.1.9. Agree when utilizing the Department's email system:

7.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

7.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

7.1.9.3. 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."

7.1.10. 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:

7.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

7.1.10.2. 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 Agreement and annually thereafter.

7.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

7.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

7.1.12. 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.

7.2. Workspace Requirement

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

8. Contract End-of-Life Transition Services

8.1. General Requirements

8.1.1. If applicable, upon termination or expiration of the Agreement 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.

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

8.1.3. 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.

8.1.4. 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 Agreement.

8.1.5. Should the data Transition extend beyond the end of the Agreement, the Contractor agrees that the 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.

8.1.6. 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 the Department's DHHS Information Security Requirements Exhibit.

8.2. Completion of Transition Services

8.2.1. 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.

8.2.2. 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 the Department's Information Security Requirements Exhibit.

8.3. Disagreement over Transition Services Results

8.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing,

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 Agreement.

9. Exhibits Incorporated

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

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

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

10. Additional Terms

10.1. Impacts Resulting from Court Orders or Legislative Changes

10.1.1. 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.

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

10.2.1. 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.

10.3. Credits and Copyright Ownership

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

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

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

10.3.3.1. Brochures;

10.3.3.2. Resource directories;

10.3.3.3. Protocols or guidelines;

10.3.3.4. Posters; and

10.3.3.5. Reports

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

10.4. Operation of Facilities: Compliance with Laws and Regulations

10.4.1. 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.

10.5. Eligibility Determinations

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

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

10.5.3. In addition to the determination forms required by the Department, the Contractor must maintain a data file on each participant of services hereunder, which file must include all information necessary to support an

eligibility determination and such other information as the Department requests. The Contractor must furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

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

11. Records

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

11.1.1. 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.

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

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

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

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

11.4. If, upon review of the Final Expenditure Report, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the

right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Federal funds, Title XIV Housing Programs under the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act), Subtitle A-Housing Assistance (Public Law 102-550), as awarded on March 28, 2023, by the US Dept of Housing and Urban Development, Continuum of Care Program, Assistance Listing Number (ALN) 14.267, FAIN NH0166L1T002300.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. 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, SFY25 Budget through Exhibit C-5, SFY30 Budget.
4. The Contractor must submit an invoice to the Department no later than the 15th working day of the month following the month in which the services were provided. Invoices must identify match funds and sources expended during the billing period and must be bacaked up with source documentation for matching funds. The Contractor must ensure each invoice includes:
   4.1. The Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services;
   4.2. Supportive Services Master Spreadsheet; Forms list #5;
   4.3. Any new rental calculations or changes in rental calculations; and
   4.4. For leasing and rental assistance projects, the Rental or Leasing Assistance spreadsheet, Forms list #4.
   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:

        NH DHHS
        Bureau of Homeless Services
        129 Pleasant Street
        Concord, NH 03301
5. The Department shall make payments to the Contractor within 45 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 40 days after the contract completion date specified in Form P-37, General Provisions Block 1.7, Completion Date.

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.

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.

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

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

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

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

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

8.5. If the Contractor is not subject to the audit requirements of 2 CFR part 200, the Contractor shall submit one (1) copy of an audited financial report to the Department, utilizing the guidelines set forth by the Comptroller General of the United States in "Standards for Audit of Governmental Organizations, Program Activities, and Functions," within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards 90 days after contract completion date.

9. Project Costs; Payment Schedule; Review by the State

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

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

9.3. Match Funds:

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

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

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

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

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

9.3.5. The cash match written commitment must be documented on the committing agency's letterhead and must be signed and dated by an authorized representative of the agency providing the cash match. The documentation, at a minimum, must include the following:

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

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

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

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

9.3.5.4.1. Agreement for cash match.

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

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

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

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

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

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

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

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

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

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

9.3.8. *In-Kind Services* must be substantiated in a Memorandum of Understanding (MOU), and then must be tracked by the recipient or subrecipient to show that the services were delivered to program participants during the grant term. Any services or benefits committed to a program participant rather than the recipient or subrecipient through an MOU are generally ineligible to be counted as match.

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

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

9.3.9. Each MOU must:

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

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

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

9.3.9.4. Include the hourly cost of the services.

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

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

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

9.3.10.1. Quantity of services provided.

9.3.10.2. Value of the services.

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

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

9.4. Payment of Project Costs:

9.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line items as specified in the applicable Exhibit C, Budget, and as defined by HUD under the provisions of Public Law 102-550 and other applicable regulations, subject to the availability of sufficient funds.

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

9.5. Review of the State Disallowance of Costs:

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

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

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

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

10. <u>Expense Eligibility</u>

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

10.2. Operating Expenses:

10.2.1. Eligible operating expenses include:

10.2.1.1. Maintenance and repair of housing.

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

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

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

10.2.1.5. Utilities, including electricity, gas and water.

10.2.1.6. Furniture and equipment.

10.2.2. Ineligible costs include:

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

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

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

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

10.3. Supportive Services

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

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

10.3.3. Eligible costs shall include:

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

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

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

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

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

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

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

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

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

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

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

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

10.3.3.13. Outreach Services. The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.3.12.2. Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor

may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor.

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

10.3.12.4. For project-based, sponsor-based, or tenant-based rental assistance, program participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

10.4. Administrative Costs:

10.4.1. Eligible administrative costs include:

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

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

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

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

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

10.4.1.2.2.2. Developing systems for assuring compliance with program requirements.

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

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

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

10.4.1.2.2.6. Coordinating the solution of audit and monitoring findings.

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

10.4.1.2.2.8. Evaluating program results against stated objectives.

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

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

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

10.4.1.2.2.12. Other costs for goods and services required for administration of the program, including such goods and services as rental or

purchase of equipment, insurance, utilities, office supplies, and rental and maintenance, but not purchase, of office space.

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

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

10.5. Leasing:

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

10.5.2. Requirements:

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

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

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

used as a supportive service facility, then these utility costs are a supportive service cost.

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Contractor Financial Management System

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

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

Exhibit C-1

Concord Coalition to End Homelessness
CoC Funds - NH00166(TBD)

	SFY2025 - 10/1/24-6/30/25								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	**BUDGET**	**YTD**	**MONTHLY**	**BUDGET**	**YTD**	**MONTHLY**	**BUDGET**	**YTD**	**MONTHLY**
Rental Assistance	$ 77,184	$ -	$ -	$ -	$ -	$ -	$ 77,184	$ -	$ -
Supportive Services	$ 23,340	$ -	$ -	$ -	$ -	$ -	$ 23,340	$ -	$ -
Administration	$ 4,555	$ -	$ -	$ -	$ -	$ -	$ 4,555	$ -	$ -
25% Required Match	$ 42,480	$ -	$ -	$ 42,480		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	**$ 147,559**	$ -	$ -	**$ 42,480**	$ -	$ -	**$ 105,079**	$ -	$ -

	SFY2026 - 7/1/25-9/30/25								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	**BUDGET**	**YTD**	**MONTHLY**	**BUDGET**	**YTD**	**MONTHLY**	**BUDGET**	**YTD**	**MONTHLY**
Rental Assistance	$ 25,728	$ -	$ -	$ -	$ -	$ -	$ 25,728	$ -	$ -
Supportive Services	$ 7,780	$ -	$ -	$ -	$ -	$ -	$ 7,780	$ -	$ -
Administration	$ 1,518	$ -	$ -	$ -	$ -	$ -	$ 1,518	$ -	$ -
25% Required Match	$ 14,160	$ -	$ -	$ 14,160		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	**$ 49,186**	$ -	$ -	**$ 14,160**	$ -	$ -	**$ 35,026**	$ -	$ -

	TOTAL - 10/31/24-9/30/25								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	**BUDGET**	**YTD**	**MONTHLY**	**BUDGET**	**YTD**	**MONTHLY**	**BUDGET**	**YTD**	**MONTHLY**
Rental Assistance	$ 102,912	$ -	$ -	$ -	$ -	$ -	$ 102,912	$ -	$ -
Supportive Services	$ 31,120	$ -	$ -	$ -	$ -	$ -	$ 31,120	$ -	$ -
Administration	$ 6,073	$ -	$ -	$ -	$ -	$ -	$ 6,073	$ -	$ -
25% Required Match	$ 56,640	$ -	$ -	$ 56,640		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	**$ 196,745**	$ -	$ -	**$ 56,640**	$ -	$ -	**$ 140,105**	$ -	$ -

Total W/O Match $ 140,105

Initial
KMJ

Exhibit C-2

Concord Coalition to End Homelessness
CoC Funds - NH00166(TBD)

	SFY2026 - 10/1/25-6/30/26								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 77,184	$ -	$ -	$ -	$ -	$ -	$ 77,184	$ -	$ -
Supportive Services	$ 23,340	$ -	$ -	$ -	$ -	$ -	$ 23,340	$ -	$ -
Administration	$ 4,555	$ -	$ -	$ -	$ -	$ -	$ 4,555	$ -	$ -
25% Required Match	$ 42,480	$ -	$ -	$ 42,480		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	**$ 147,559**	$ -	$ -	**$ 42,480**	$ -	$ -	**$ 105,079**	$ -	$ -

	SFY2027 - 7/1/26-9/30/26								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 25,728	$ -	$ -	$ -	$ -	$ -	$ 25,728	$ -	$ -
Supportive Services	$ 7,780	$ -	$ -	$ -	$ -	$ -	$ 7,780	$ -	$ -
Administration	$ 1,518	$ -	$ -	$ -	$ -	$ -	$ 1,518	$ -	$ -
25% Required Match	$ 14,160	$ -	$ -	$ 14,160		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	**$ 49,186**	$ -	$ -	**$ 14,160**	$ -	$ -	**$ 35,026**	$ -	$ -

	TOTAL - 10/31/25-9/30/26								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 102,912	$ -	$ -	$ -	$ -	$ -	$ 102,912	$ -	$ -
Supportive Services	$ 31,120	$ -	$ -	$ -	$ -	$ -	$ 31,120	$ -	$ -
Administration	$ 6,073	$ -	$ -	$ -	$ -	$ -	$ 6,073	$ -	$ -
25% Required Match	$ 56,640	$ -	$ -	$ 56,640		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	**$ 196,745**	$ -	$ -	**$ 56,640**	$ -	$ -	**$ 140,105**	$ -	$ -

Total W/O Match $ 140,105

Initial
KMJ

Exhibit C-3

Concord Coalition to End Homelessness
CoC Funds - NH00166(TBD)

	SFY2027 - 10/1/26-6/30/27								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 77,184	$ -	$ -	$ -	$ -	$ -	$ 77,184	$ -	$ -
Supportive Services	$ 23,340	$ -	$ -	$ -	$ -	$ -	$ 23,340	$ -	$ -
Administration	$ 4,555	$ -	$ -	$ -	$ -	$ -	$ 4,555	$ -	$ -
25% Required Match	$ 42,480	$ -	$ -	$ 42,480		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	**$ 147,559**	$ -	$ -	**$ 42,480**	$ -	$ -	**$ 105,079**	$ -	$ -

	SFY2028 - 7/1/27-9/30/27								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 25,728	$ -	$ -	$ -	$ -	$ -	$ 25,728	$ -	$ -
Supportive Services	$ 7,780	$ -	$ -	$ -	$ -	$ -	$ 7,780	$ -	$ -
Administration	$ 1,518	$ -	$ -	$ -	$ -	$ -	$ 1,518	$ -	$ -
25% Required Match	$ 14,160	$ -	$ -	$ 14,160		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	**$ 49,186**	$ -	$ -	**$ 14,160**	$ -	$ -	**$ 35,026**	$ -	$ -

	TOTAL - 10/31/26-9/30/27								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Rental Assistance	$ 102,912	$ -	$ -	$ -	$ -	$ -	$ 102,912	$ -	$ -
Supportive Services	$ 31,120	$ -	$ -	$ -	$ -	$ -	$ 31,120	$ -	$ -
Administration	$ 6,073	$ -	$ -	$ -	$ -	$ -	$ 6,073	$ -	$ -
25% Required Match	$ 56,640	$ -	$ -	$ 56,640		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	**$ 196,745**	$ -	$ -	**$ 56,640**	$ -	$ -	**$ 140,105**	$ -	$ -

Total W/O Match $ 140,105

Initial
KMJ

Exhibit C-4

Concord Coalition to End Homelessness
CoC Funds - NH00166(TBD)

	SFY2028 - 10/1/27-6/30/28								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	**BUDGET**	**YTD**	**MONTHLY**	**BUDGET**	**YTD**	**MONTHLY**	**BUDGET**	**YTD**	**MONTHLY**
Rental Assistance	$ 77,184	$ -	$ -	$ -	$ -	$ -	$ 77,184	$ -	$ -
Supportive Services	$ 23,340	$ -	$ -	$ -	$ -	$ -	$ 23,340	$ -	$ -
Administration	$ 4,555	$ -	$ -	$ -	$ -	$ -	$ 4,555	$ -	$ -
25% Required Match	$ 42,480	$ -	$ -	$ 42,480		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	**$ 147,559**	$ -	$ -	**$ 42,480**	$ -	$ -	**$ 105,079**	$ -	$ -

	SFY2029 - 7/1/28-9/30/28								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	**BUDGET**	**YTD**	**MONTHLY**	**BUDGET**	**YTD**	**MONTHLY**	**BUDGET**	**YTD**	**MONTHLY**
Rental Assistance	$ 25,728	$ -	$ -	$ -	$ -	$ -	$ 25,728	$ -	$ -
Supportive Services	$ 7,780	$ -	$ -	$ -	$ -	$ -	$ 7,780	$ -	$ -
Administration	$ 1,518	$ -	$ -	$ -	$ -	$ -	$ 1,518	$ -	$ -
25% Required Match	$ 14,160	$ -	$ -	$ 14,160		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	**$ 49,186**	$ -	$ -	**$ 14,160**	$ -	$ -	**$ 35,026**	$ -	$ -

	TOTAL - 10/31/27-9/30/28								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	**BUDGET**	**YTD**	**MONTHLY**	**BUDGET**	**YTD**	**MONTHLY**	**BUDGET**	**YTD**	**MONTHLY**
Rental Assistance	$ 102,912	$ -	$ -	$ -	$ -	$ -	$ 102,912	$ -	$ -
Supportive Services	$ 31,120	$ -	$ -	$ -	$ -	$ -	$ 31,120	$ -	$ -
Administration	$ 6,073	$ -	$ -	$ -	$ -	$ -	$ 6,073	$ -	$ -
25% Required Match	$ 56,640	$ -	$ -	$ 56,640		$ -	$ -	$ -	$ -
TOTAL HUD FUNDS/BALANCE	**$ 196,745**	$ -	$ -	**$ 56,640**	$ -	$ -	**$ 140,105**	$ -	$ -

Total W/O Match $ 140,105

Initial
KMJ

Exhibit C-5

Concord Coalition to End Homelessness
CoC Funds - NH00166(TBD)

	SFY2029 - 10/1/28-6/30/29								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	**BUDGET**	**YTD**	**MONTHLY**	**BUDGET**	**YTD**	**MONTHLY**	**BUDGET**	**YTD**	**MONTHLY**
Rental Assistance	$ 77,184	$ -	$ -	$ -	$ -	$ -	$ 77,184	$ -	$ -
Supportive Services	$ 23,340	$ -	$ -	$ -	$ -	$ -	$ 23,340	$ -	$ -
Administration	$ 4,555	$ -	$ -	$ -	$ -	$ -	$ 4,555	$ -	$ -
25% Required Match	$ 42,480	$ -	$ -	$ 42,480		$ -	$ -	$ -	$ -
FUNDS/BALANCE	**$ 147,559**	$ -	$ -	**$ 42,480**	$ -	$ -	**$ 105,079**	$ -	$ -

	SFY2030 - 7/1/29-9/30/29								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	**BUDGET**	**YTD**	**MONTHLY**	**BUDGET**	**YTD**	**MONTHLY**	**BUDGET**	**YTD**	**MONTHLY**
Rental Assistance	$ 25,728	$ -	$ -	$ -	$ -	$ -	$ 25,728	$ -	$ -
Supportive Services	$ 7,780	$ -	$ -	$ -	$ -	$ -	$ 7,780	$ -	$ -
Administration	$ 1,518	$ -	$ -	$ -	$ -	$ -	$ 1,518	$ -	$ -
25% Required Match	$ 14,160	$ -	$ -	$ 14,160		$ -	$ -	$ -	$ -
FUNDS/BALANCE	**$ 49,186**	$ -	$ -	**$ 14,160**	$ -	$ -	**$ 35,026**	$ -	$ -

	TOTAL - 10/31/28-9/30/29								
	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
Activity Name	**BUDGET**	**YTD**	**MONTHLY**	**BUDGET**	**YTD**	**MONTHLY**	**BUDGET**	**YTD**	**MONTHLY**
Rental Assistance	$ 102,912	$ -	$ -	$ -	$ -	$ -	$ 102,912	$ -	$ -
Supportive Services	$ 31,120	$ -	$ -	$ -	$ -	$ -	$ 31,120	$ -	$ -
Administration	$ 6,073	$ -	$ -	$ -	$ -	$ -	$ 6,073	$ -	$ -
25% Required Match	$ 56,640	$ -	$ -	$ 56,640		$ -	$ -	$ -	$ -
FUNDS/BALANCE	**$ 196,745**	$ -	$ -	**$ 56,640**	$ -	$ -	**$ 140,105**	$ -	$ -

Total W/O Match $ 140,105

Initial

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see https://omb.report/icr/201009-0348-022/doc/20388401

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

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

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.

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

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

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

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context.

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

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) https://www.ecfr.gov/current/title-22/chapter-V/part-513.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
3. The Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
4. The Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
5. The Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
6. The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
7. The Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
8. The Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
9. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
10. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $30,000 or more. If the initial award is below $30,000 but subsequent grant modifications result in a total award equal to or over $30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.
      Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

FORM A

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

1. The UEI (SAM.gov) number for your entity is: GUYMDJZKFTK2

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

   X NO _____ YES

   If the answer to #2 above is NO, stop here
   If the answer to #2 above is YES, please answer the following:

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

   _____ NO _____ YES

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Name: Concord Coalition to End Homelessness

8/28/2024
Date:

Signed by:
Karen M. Jantzen
E14BE3891D7044B...
Name: Karen M. Jantzen
Title: Executive Director

New Hampshire Department of Health and Human Services

Exhibit E

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

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or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

f. "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.

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including bu

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, according to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard;

IV. For data aggregation purposes for the health care operations of the Covered Entity; and

V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) <u>Obligations and Activities of Business Associate</u>

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected priva

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security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

III. Whether the protected health information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

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

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

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

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

accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

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

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

(5) Termination of Agreement for Cause

a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All laws and regulations

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herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

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

d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

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

f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services	Concord Coalition to End Homelessness
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED9D05B04C63442...	Signed by: Karen M. Jantzen E14BE3891D70448...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Karen M. Jantzen
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Director
Title of Authorized Representative	Title of Authorized Representative
8/29/2024	8/28/2024
Date	Date

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Date 8/28/2024

Docusign Envelope ID: F576543D-B6D7-4EE8-A9FD-21093177FFEF

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 CONCORD COALITION TO END HOMELESSNESS is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 27, 2008. 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: **598764**
Certificate Number: **0006758388**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of August A.D. 2024.

David M. Scanlan
Secretary of State

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CERTIFICATE OF AUTHORITY

I, Cathy Battistelli, hereby certify that:

1. I am a duly elected Officer of Concord Coalition to End Homelessness (CCEH).

2. The following is a true copy of a vote taken at a meeting of the CCEH Board of Directors, duly called and held on Tuesday, August 27, 2024, at which a quorum of the Directors was present and voting.

> **VOTED:** That Karen M. Jantzen is duly authorized on behalf of Concord Coalition to End Homelessness to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 8/28/24

Cathy A. Battistelli
Signature of Elected Officer

Cathy Battistelli, Chair Board of Directors

Concord Coalition to End Homelessness

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TOEN000001 DBEAUDOIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/28/2024

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
Davis & Towle Morrill & Everett, Inc.
115 Airport Road
Concord, NH 03301

CONTACT NAME:
PHONE (A/C, No, Ext): (603) 225-6611 FAX (A/C, No): (603) 225-7935
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	23850
INSURER B : Granite State Health Care & Human Services Self Insured Group	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Concord Coalition to End Homelessness
PO Box 3933
Concord, NH 03302

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2573288	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			HCHS20240000577	1/1/2024	1/1/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
Workers Compensation Information.
3A State: NH
Volunteers and volunteer board members are excluded from coverage.

CERTIFICATE HOLDER

State of NH - Department of Health & Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Donna P. Beaudoin

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CCEH MISSION, VISION, VALUES

Our vision – Everyone has a safe, decent, and stable place to live in our community.

Our mission – To end homelessness in our community. We do this through – Services and Programs, Collaboration with others, Education and Advocacy

Our values –

- **Advocating for others** – We recognize and understand the challenges of homelessness and we support those in need of assistance, and champion solutions to end homelessness in our community.
- **Collaboration** – We develop, maintain, and strengthen partnerships with others inside and outside the organization, share information openly, and contribute to community-wide efforts to eliminate homelessness.
- **Flexible** – We deal with uncertainty and readily adapt to new situations.
- **Dignity** – We treat all people we encounter with dignity and respect. OR We value the inherent worth and dignity of every person.
- **Open-minded** – We see the merits of perspectives other than our own. We demonstrate openness to new organizational strategies, structures, procedures, and technology and to new ideas.
- **Problem-solving** – We creatively solve problems and are persistent in delivering on our mission.
- **Trustworthy** – We practice direct, honest, and transparent communications, maintain confidentiality, and respond to situations with consistency and reliability.

CCEH's BELIEFS

Every person has value and deserves a home regardless of their circumstances.

- Ending homelessness is possible!
- Ending homelessness and maintaining a strong safety net benefits the entire community.
- We cannot do this alone. We must work in partnership with others.

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Financial Statements

CONCORD COALITION TO END HOMELESSNESS

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022
AND
INDEPENDENT ACCOUNTANTS' REVIEW REPORT

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CONCORD COALITION TO END HOMELESSNESS

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

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

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors
Concord Coalition to End Homelessness

We have reviewed the accompanying consolidated financial statements of Concord Coalition to End Homelessness (a nonprofit organization), which comprise the consolidated statements of financial position as of June 30, 2023 and 2022, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

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

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the consolidated financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Concord Coalition to End Homelessness and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

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Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying consolidated financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The Consolidating Statement of Financial Position and Consolidating Statement of Activities are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the consolidated financial statements. The supplementary information has been subjected to the review procedures applied in our review of the consolidated financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.

Leone McDonnell & Roberts
Professional Association

Dover, New Hampshire
November 28, 2023

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CONCORD COALITION TO END HOMELESSNESS

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2023 AND 2022

ASSETS

	2023	2022
CURRENT ASSETS		
Cash	$ 461,432	$ 420,462
Accounts receivable	10,116	62,160
Campaign pledges receivable	17,500	36,511
Prepaid expenses	12,939	11,583
Total current assets	501,987	530,716
RESTRICTED CASH	95,348	66,533
PROPERTY AND EQUIPMENT		
Buildings and improvements	2,340,669	2,167,837
Building, Green Street	810,322	810,322
Building, West Street	412,541	412,541
Furniture and equipment	104,070	101,280
Total property and equipment	3,667,602	3,491,980
Less: Accumulated depreciation	396,970	189,077
Property and equipment, net	3,270,632	3,302,903
OTHER ASSETS		
Tenant security deposits	3,891	4,926
Total assets	$ 3,871,858	$ 3,905,078

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 98,994	$ 55,708
Notes and loans payable, current portion	81,339	29,320
Deferred revenue	139,946	5,224
Contract liabilities	54,008	43,502
Deposits	90,000	-
Total current liabilities	464,287	133,754
LONG TERM LIABILITIES		
Tenant security deposits	3,891	4,926
Notes and loans payable, less current portion shown above	1,218,009	1,650,836
Total long term liabilities	1,221,900	1,655,762
Total liabilities	1,686,187	1,789,516
NET ASSETS WITHOUT DONOR RESTRICTIONS	2,185,671	2,115,562
Total liabilities and net assets	$ 3,871,858	$ 3,905,078

See Independent Accountants' Review Report
and
Notes to Consolidated Financial Statements

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CONCORD COALITION TO END HOMELESSNESS

CONSOLIDATED STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

	2023 Total	2022 Total
REVENUE AND SUPPORT		
Government grants	$ 746,649	$ 292,246
Contributions	388,846	458,789
Fundraising events	135,785	98,975
Rental and other revenue	150,935	100,831
Total revenue and support	1,422,215	950,841
EXPENSES		
Program services	1,031,801	924,268
Management and general	87,271	69,315
Fundraising	113,034	80,492
Total expenses	1,232,106	1,074,075
INCREASE (DECREASE) IN NET ASSETS FROM OPERATIONS AND SUPPORT	190,109	(123,234)
OTHER EXPENSES		
First Church impairment loss	(120,000)	-
Total other expenses	(120,000)	-
INCREASE (DECREASE) IN NET ASSETS	70,109	(123,234)
NET ASSETS, BEGINNING OF YEAR	2,115,562	2,238,796
NET ASSETS, END OF YEAR	$ 2,185,671	$ 2,115,562

See Independent Accountants' Review Report
and
Notes to Consolidated Financial Statements

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CONCORD COALITION TO END HOMELESSNESS

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2023

	Program Services	Management and General	Fundraising	2023 Total
Salaries and wages	$ 551,174	$ 36,262	$ 56,474	$ 643,910
Occupancy expense	118,128	3,122	1,160	122,410
Depreciation	85,693	1,200	1,000	87,893
Other	31,485	11,078	28,360	70,923
Employee benefits	51,539	6,874	7,911	66,324
Insurance	56,055	1,552	2,863	60,470
Payroll taxes	41,853	2,731	7,603	52,187
Interest expenses	28,478	-	-	28,478
Other program expenses	22,056	-	-	22,056
Office expenses	13,620	4,114	4,087	21,821
Accounting fee	1,896	14,450	-	16,346
Professional fees	12,080	-	-	12,080
Professional development	4,240	3,030	594	7,864
Telephone and internet	6,150	915	288	7,353
Payroll service charge	3,317	218	340	3,875
Travel	1,547	950	462	2,959
Dues and subscriptions	1,242	536	1,091	2,869
Credit card processing	1,000	-	786	1,786
Volunteer appreciation	248	239	15	502
Total functional expenses	$ 1,031,801	$ 87,271	$ 113,034	$ 1,232,106

See Independent Accountants' Review Report
and
Notes to Consolidated Financial Statements

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CONCORD COALITION TO END HOMELESSNESS

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022

	Program Services	Management and General	Fundraising	2022 Total
Salaries and wages	$ 479,460	$ 26,855	$ 52,350	$ 558,665
Occupancy expense	115,524	1,213	1,231	117,968
Depreciation	87,928	1,200	1,000	90,128
Employee benefits	62,152	2,375	2,645	67,172
Insurance	46,507	500	1,183	48,190
Payroll taxes	40,795	2,342	4,430	47,567
Office expenses	24,890	5,794	3,589	34,273
Other	5,733	12,669	12,925	31,327
Professional fees	22,676	720	-	23,396
Interest expenses	13,764	-	-	13,764
Accounting fee	-	11,500	-	11,500
Telephone and internet	6,734	435	462	7,631
Other program expenses	5,664	-	-	5,664
Payroll service charge	3,279	184	358	3,821
Direct client aid	3,587	-	-	3,587
Travel	1,379	1,321	-	2,700
Credit card processing	2,190	-	-	2,190
Dues and subscriptions	896	993	239	2,128
Professional development	970	718	80	1,768
Volunteer appreciation	140	496	-	636
Total functional expenses	$ 924,268	$ 69,315	$ 80,492	$ 1,074,075

See Independent Accountants' Review Report
and
Notes to Consolidated Financial Statements

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CONCORD COALITION TO END HOMELESSNESS

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 70,109	$ (123,234)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	87,893	90,128
Amortized debt issuance costs	181	181
First Church impairment loss	120,000	-
Decrease (increase) in assets:		
Accounts receivable	52,044	(4,579)
Campaign pledges receivable	19,011	116,606
Prepaid expenses	(1,356)	(6,768)
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	43,286	4,304
Deferred revenue	134,722	5,224
Contract liabilities	10,506	21,664
Deposits	90,000	-
NET CASH PROVIDED BY OPERATING ACTIVITIES	626,396	103,526
CASH FLOWS FROM INVESTING ACTIVITIES		
Capital expenditures	(113,294)	(253,093)
NET CASH USED IN INVESTING ACTIVITIES	(113,294)	(253,093)
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on long term debt	(443,317)	(8,009)
Proceeds from long term debt	-	11,095
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	(443,317)	3,086
NET INCREASE (DECREASE) IN CASH AND RESTRICTED CASH	69,785	(146,481)
CASH AND RESTRICTED CASH AT BEGINNING OF YEAR	486,995	633,476
CASH AND RESTRICTED CASH AT END OF YEAR	$ 556,780	$ 486,995
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	$ 28,297	$ 13,583
NON-CASH INVESTING AND FINANCING ACTIVITY:		
Purchase of capital expenditures with long term debt	$ 62,328	$ 744,000
CASH BALANCES:		
Cash and cash equivalents	$ 461,432	$ 420,462
Restricted cash	95,348	66,533
Total cash and restricted cash	$ 556,780	$ 486,995

See Independent Accountants' Review Report
and
Notes to Consolidated Financial Statements

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CONCORD COALITION TO END HOMELESSNESS

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

Concord Coalition to End Homelessness ("the Coalition") is a nonprofit organization incorporated under the laws of New Hampshire. The purpose of the Coalition is to end homelessness in the greater Concord area through collaboration with other agencies and by providing direct service programs. The Coalition operates six direct service programs as follows:

A daytime Resource Center where people experiencing homelessness can meet their immediate needs, including free use of shower and laundry facilities, receipt of mail, phone and internet access, and assistance from a caseworker to connect with other mainstream resources. In fiscal year 2023 the Coalition served 619 unique clients in 9,561 contacts in the 252 days the Resource Center operated.

Permanent Supportive Housing which is comprised of Housing First Concord, Green Street Residences and West Street Residences. Housing First Concord is a permanent supportive housing program for chronically homeless individuals which provides rental assistance and intensive caseworker support. This program serves 16 people who are currently housed in the Greater Concord area. Green Street Residences (GSR) and West Street Residences (WSR) are nonprofit organizations incorporated under the laws of New Hampshire which purchased, developed and now operate small apartment facilities for the people previously experiencing homelessness.

Emergency Winter Shelter, which operates December through March each year. The shelter is a "low barrier" shelter that serves adults, including those with active addictions and felony convictions, so that those in need can sleep inside during dangerously cold winter months. The shelter serves adults only, both men and women, and has 40 beds. In fiscal 2023 the Coalition provided 4,430 bed nights to 202 unique individuals over the 130 nights the shelter operated.

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Outreach Services entails proactively seeking out people experiencing homelessness where they live (encampments, cars, doorways) and encouraging the individuals to seek out available services, including those provided at the Resource Center and Emergency Winter Shelter. The program also entails developing a comprehensive list of people experiencing homelessness in Merrimack County using available private and public databases, with the goal of using the data to help people experiencing homelessness connect with permanent housing solutions. The Outreach Services Program is largely funded by an individual donor over a three-year period ending June 30, 2024.

The Coalition provides strategic direction to the Concord Community on addressing homelessness. The Coalition is also the lead agency to convene the Steering Committee for Concord's Plan to End Homelessness, and the Homeless Service Provider Network, for information sharing and collaboration on efforts to end homelessness.

The Coalition explores and develops housing solutions for individuals currently experiencing homelessness by engaging with existing landlords to accept people experiencing homelessness, owning and operating small residential properties that will be leased to people experiencing homelessness and partnering with large real estate developers of not-for-profit housing projects. Activities from this program led to the acquisition and development of West Street Residences and Pleasant Street Residences. (See **Note 2**).

Principles of Consolidation

The consolidated financial statements of the Coalition include the financial information of Concord Coalition to End Homelessness, Green Street Residences (GSR), West Street Residences (WSR) and Pleasant Street Residences (PSR). GSR, WSR and PSR are nonprofit entities that control and operate small apartment facilities for the homeless. The Coalition controls GSR, WSR and PSR and the organizations share certain Board members. All significant intercompany accounts and transactions have been eliminated in the accompanying consolidated financial statements.

PSR is recorded and filing under Concord Coalition to End Homelessness until registered with the IRS. PSR is in the development phase.

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CONCORD COALITION TO END HOMELESSNESS

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

Basis of Accounting

The financial statements of the Coalition are prepared in accordance with generally accepted accounting standards and principles established by the Financial Accounting Standards Board (FASB). References to U.S. Generally Accepted Accounting Principles (GAAP) in these footnotes are to the FASB Accounting Standards Codification.

The financial statements of the Coalition are prepared using the accrual basis of accounting and, accordingly, reflect all significant receivables, payables, and other liabilities.

Basis of Presentation

The financial statements of the Coalition have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Coalition 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 Coalition. These net assets may be used at the discretion of the Coalition'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 Coalition 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 June 30, 2023 and 2022 there were no material net assets with donor imposed restrictions.

Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Coalition considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Coalition had no cash equivalents at June 30, 2023 and 2022.

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Fair Value of Financial Instruments

Accounting Standard Codification No. 825, "Financial Instruments", requires the Coalition to disclose estimated fair values for its financial instruments. The carrying amounts of cash, accounts receivable, campaign pledges receivable, accounts payable and accrued expenses, and deferred revenue approximate fair value because of the short maturity of those instruments.

Campaign Pledges Receivable

The Coalition has received promises of future payments which are on the financials as pledges receivable. The contributions are recorded as temporarily restricted revenue at the time pledges are made. At year-end the balance is adjusted to reflect the actual amount of pledges anticipated to be received. There have been no material losses from non-payment of pledges through June 30, 2023. Pledges receivable at June 30, 2023 and 2022 were $12,500 and $36,511, respectively. Virtually all of the balances outstanding at June 30, 2023 are expected to be collected in the next year.

Property and Equipment

Property and equipment are carried at cost, if purchased, and at fair value at the date of donation if donated. Maintenance, repairs and minor renewals are expensed as incurred, and renewals and betterments are capitalized. Depreciation is computed using the straight-line method to absorb the costs over the estimated useful lives of the assets as follows:

Building and improvements	40
Equipment	5 – 10

Depreciation expense for the years ended June 30, 2023 and 2022, totaled $87,893 and $90,128, respectively.

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The Coalition reviews its property and equipment for impairment whenever events or changes in circumstances indicate the carrying value may not be recoverable. Recoverability is measured by a comparison of the carrying amount to the future net undiscounted cash flow expected to be generated and any estimated proceeds from the eventual disposition. If the long-lived asset is impaired, the impairment is measured at the amount by which the carrying amount exceeds the fair value as determined from an appraisal, discounted cash flow analysis, or other valuation technique. During the year ended June 30, 2023, an impairment loss of $120,000 was recognized for the difference between the carrying value of the First Church property and the agreed upon sales price at that date. (See **Note 2**). No material impairment losses were recognized during the year ended June 30, 2022.

Debt Issuance Costs

Debt issuance costs, net of accumulated amortization, are presented as a deduction from the carrying value of the note payable. Debt issuance costs total $8,244 and are amortized over 40 years. (See **Note 7**).

Contributions

All contributions are considered available for unrestricted use unless specifically restricted by the donor and accepted as such by the Coalition with written documentation of the restrictions. Amounts received that are restricted for future periods or for specific purposes are reported as temporarily restricted and permanently restricted support, depending on the nature of the restriction.

Functional 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.

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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 of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reported periods. Actual results could differ from those estimates.

Income Taxes

The Internal Revenue Service has determined that the Coalition is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements. The Coalition has been classified as an organization other than a private foundation.

GSR, WSR and PSR are exempt from federal income taxes under Internal Revenue Code section 501(c)(2). GSR, WSR and PSR are not taxpaying entities for income tax purposes; accordingly a provision for income taxes has not been recorded in the accompanying financial statements.

The Coalition complies with the *Accounting for Uncertainty in Income Taxes* standard. Accordingly, management has evaluated its tax positions and has concluded that the Coalition has maintained its tax-exempt status and has taken no uncertain tax positions that require adjustment or disclosure in its financial statements. With few exceptions, the Coalition is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for years beyond three years prior.

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 Coalition was required to adopt ASU 2016-02, *Leases (Topic 842)*. As part of implementing AS 2016-02, the Coalition evaluated current contracts and determined none met the criteria of a lease under this standard.

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Revenue Recognition

The Coalition is supported primarily through donor contributions and private foundations and government grants. Promises to give that are expected to be collected in future years are measured at fair value using the present value of their estimated future cash flows. When a restriction expires (a time restriction ends or a purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restriction.

The Coalition hosts several fundraising events during the year. The ticket and event revenue is recognized at the time of the event. Any tickets or sponsorships received prior to the event are deferred until earned.

The Coalition also earns rental income and recognizes revenues as rentals become due. All leases between the Coalition and its tenants are operating leases. GSR has a Housing Assistance Payments (HAP) Contract with New Hampshire Housing, pursuant to Section 8 of the Housing Act of 1937. The US Department of Housing and Urban Development (HUD) establishes criteria for the program whereby GSR is entitled to a rent subsidy for certain units based upon the difference between market rents as defined in the contract, and the amounts paid by the tenants. Tenants must meet Section 8 eligibility requirements and will pay 30% of their adjusted income for rent. WSR's residents have rental subsidies from various government agencies that require the tenant to pay 30% of their income for rent. The rental subsidies are held by the tenant and not WSR.

Performance Obligations and Contract Assets and Liabilities

Contract liabilities consist primarily of advance ticket sales and sponsorship income for the BBQ event, and fall talent show, and therefore, revenue recognition is deferred until the event takes place. There are no contract assets at the end of the year. Contract liabilities at June 30, 2023 and 2022 are $54,008 and $43,502, respectively.

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NOTE 2. MAJOR TRANSACTIONS

In December 2020 the Coalition purchased the First Congregational Church of Concord located at 177 N Main Street in Concord, New Hampshire. The purchase was funded through the CARES Act with a $878,013 Shelter Modification Grant administered by New Hampshire Housing. The Coalition moved the Emergency Winter Shelter and daytime Resource Center to the new facility. The larger facility allowed the Coalition to meet the CDC guidelines for social distancing and help prevent the spread of COVID-19 yet maintain the 40-bed shelter capacity and continue to serve people experiencing homelessness at the Resource Center.

The Coalition examined the feasibility of renovating the historic First Church building into subsidized housing for people experiencing homelessness with several affordable housing developers. We determined the high cost of development of the properties made these initial plans not feasible. In 2023 the Coalition executed an agreement with First Church LLC to sell the property for $675,000, subject to the receipt of certain approvals from local agencies that will allow the property to be used for residential housing. Most of those approvals have been received. The Coalition received $90,000 in deposits from the purchaser which are reflected as deposits in the accompanying consolidated statements of financial position. The sale is expected to close in the fiscal year 2024. The Coalition recorded an impairment loss of $120,000 during the year ended June 30, 2023 to recognize the difference between the sales price and the carrying value of the property. (See **Note 1**).

In May 2021 the Coalition and the City of Concord entered into an agreement that provided the Coalition up to $178,000 in grant funds under a Community Development Block Grant (CDBG) administered by the New Hampshire Community Development Finance Authority (CDFA). The grant funds cover allowable costs related to the COVID-19 pandemic through June 30, 2022 and were received as the Coalition submitted appropriate documentation to the City and CDFA. The Coalition recognized $127,000 as Government Grant Revenue under this agreement for the year ended June 30, 2022. There was no grant revenue recognized under this agreement for the year ended June 30, 2023.

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In September 2021, WSR purchased 12-14 West Street in Concord, New Hampshire, a three-unit apartment building. The acquisition cost and initial capital improvements (a new roof) was $312,541. In October 2021 three tenants occupied their new homes. The acquisition and initial capital repairs of the building was financed with a down payment from existing cash reserves and a $304,000, 25-year, 4% mortgage from Merrimack County Savings Bank (MCSB) (See **Note 7**).

In December 2021, the Coalition was awarded a grant for $55,931 from the Governor's Office for Emergency Relief and Recovery under the Coronavirus Relief Fund established by the CARES Act provided by the United States Department of Treasury. The funds were used to pay for the increased operating costs of our Winter Shelter associated with responding to the pandemic. These funds were fully spent during the fiscal year 2022.

In February 2022 the Coalition purchased 120 Pleasant Street in Concord, New Hampshire, a four-unit building. The acquisition of the building was financed with a down payment from existing cash reserves and a $440,000 mortgage from MCSB. (See **Note 7**). In June 2023 the mortgage with MCSB was paid off with proceeds from a grant from the County of Merrimack under a Community Development Block Grant (CDBG). The Coalition is currently rehabilitating the building into an eight-unit building with funding from CDBG and New Hampshire Housing (NHH). Construction is expected to be completed in March 2024. The property will be managed by Concord Housing. Funding for the project is from CDBG grants and NHH loans. Funding from CDBG is a $975,000 grant from CDFA issued to Merrimack County as the recipient and CCEH as the subrecipient. In fiscal year 2023 the Coalition received $550,524 under the CDBG grant which is recorded as government grant income in the accompanying statement of activities. Approximately $430,000 of the proceeds from the CDBG grant was used to pay off the mortgage with MCSB. Funding from NHH is comprised of two loans from the Housing Trust Fund and Affordable Housing Program totaling $1,373,064. An Affordable Housing Fund (AHF) loan in the amount of $823,064 at 0% interest for 30 years, with payments equal to 50% of annual surplus cash. A Housing Trust Fund (HTF) loan in the amount of $550,000 at 0% interest for 30 years, with payments equal to 50% of annual surplus cash. No amounts were drawn on the loans during the year ended June 30, 2023.

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During the initial phases of the construction and rehabilitation of the Pleasant Street property a subcontractor inappropriately demolished portions of the facility that will result in significant cost overruns. CCEH and the various parties involved in the project negotiated a settlement that will provide for cost reductions and contributions to cover a substantial portion of the anticipated cost overruns. CCEH has committed to NHH that it will contribute up to $350,000 to complete the project.

During the year ended June 30, 2023, the Coalition executed an option to purchase a commercial building at 6 South State Street in Concord, New Hampshire from a local faith organization. The option allows the Coalition to purchase the property for $610,000 and requires the property to be developed into affordable housing. The option expires in fiscal 2024. The Coalition has arranged for funding for acquisition and development from various sources including a CDBG grant, CDFA tax credits and NHH loans. The 2022 Congressionally Directed Spending Award (CDS) may also be used for this project. (See below). The Coalition has engaged an architect and construction management firm to develop the design and cost estimates for the project. Once these plans are complete the Coalition will determine the viability of the project. Cost of $51,406 for development of the project have been reflected as buildings and improvements in the consolidated statements of financial position at June 30, 2023.

During the year ended June 30, 2023, CCEH was awarded $1,000,000 through CDS to help fund the acquisition of multifamily homes in Concord, NH that CCEH would develop into housing for people experiencing homelessness. The award was approved by the U.S. Senate Appropriation Committee and will be available once a formal grant agreement is executed with the U.S. Housing and Urban Development Agency. The award has a nine-year term. CCEH is currently exploring how to use the funds.

In April 2023 the Coalition filed for $2,000,000 in Congressionally Directed Spending to help fund the development of a new homeless resource center in Concord. The grant, if approved by the U.S. Senate Appropriation Committee, would be available once the U.S. federal budget for fiscal 2024 is approved and formal grant agreements are executed with HUD.

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NOTE 3. RESTRICTED CASH

The following cash balances are restricted for the following purposes:

	2023	2022
Operating Reserve for Winter Shelter	$ 50,094	$ 49,110
Replacement Reserve	6,684	4,510
Operating Reserve	11,794	11,562
Tax and Insurance Escrows	1,776	1,351
PSR water line reserve	25,000	-
Total restricted cash	$ 95,348	$ 66,533

Operating Reserve for Winter Shelter
In accordance with the NHH loan agreement, the Coalition is required to maintain a reserve for operating short falls.

Replacement Reserve
In accordance with the NHH regulatory agreement, GSR is required to maintain a reserve to replace capital items as they come to the end of their useful lives. Monthly deposits as determined by NHH are due through the term of the loan.

Operating Reserve for Green Street Residences
In accordance with the NHH regulatory agreement, GSR is required to maintain a reserve for operating short falls.

Tax and Insurance Escrows
In accordance with the NHH regulatory agreement, GSR is required to maintain escrows for tax and insurance charges.

Water Line Reserve for Pleasant Street Residences
In accordance with an irrevocable letter of credit, the Coalition has set aside $25,000 for a future utility hookup at PSR.

NOTE 4. CONCENTRATION OF CREDIT RISK

The Coalition maintains cash balances at financial institutions located in New Hampshire. Balances at these institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 per institution. At various times during the year, deposits in accounts may exceed the insured limits. The Coalition believes it is not exposed to any significant risk on cash.

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NOTE 5. DONATED GOODS AND SERVICES

Community members volunteer their time and efforts to the Coalition to further the mission to end homelessness. Volunteer support received by the Coalition includes in-kind administrative and technical support, and hundreds of hours of volunteer support on fundraising events. Donated services are reported at their fair value as contributions in the financial statements if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Coalition.

The value of this time and effort, while significant and necessary, are not for specialized services and do not meet the criteria for recognition under generally accepted accounting principles.

NOTE 6. LIQUIDITY AND AVAILABILITY

The following represents the Coalition's financial assets as of June 30:

	2023	2022
Cash	$ 461,432	$ 420,462
Accounts receivable	10,116	62,160
Campaign pledges receivable	17,500	36,511
Restricted cash	95,348	66,533
Tenant security deposits	3,891	4,926
Total financial assets	588,287	590,592
Less amounts not available for general expenditures within one year		
Replacement Reserve	6,684	4,510
Operating Reserve	11,794	11,562
Tenant security deposits	3,891	4,926
	22,369	20,998
Financial assets available to meet general expenditures over the next twelve months	$ 565,918	$ 569,594

The Coalition has a goal to maintain unrestricted cash on hand to meet 30 days of normal operating expenditures, which are, on average, approximately $90,000 and $81,000 at June 30, 2023 and 2022, respectively.

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NOTE 7. NOTES AND LOANS PAYABLE

The Coalition had the following notes and loans payable as of June 30:

	2023	2022
GSR - Loan Payable to NHH. The loan is not subject to interest or principal amortization. Repayments equal to 50% of annual surplus cash, as defined in the NHH regulatory agreement, shall be made against the principal balance. All amounts shall be payable in full on April 1, 2060. The loan is collateralized by real estate located on Green Street, Concord, New Hampshire.	$ 645,952	$ 645,952
GSR - Loan payable to NHH. The loan is not subject to interest or principal amortization and will be forgiven in 2029 provided that the property is used as housing for homeless individuals and families. The loan is secured by property located on Green Street, Concord, New Hampshire.	44,000	44,000
CCEH - Loan payable to NHH. The loan is not subject to interest or principal amortization and will be forgiven in 2028, provided the property is used as a temporary shelter for the homeless. The loan is secured by real estate located on Main Street in Concord.	250,000	250,000
CCEH - Loan payable to Merrimack County Savings Bank in monthly principal and interest payments of $2,322 at an interest rate of 4.0% for the first ten years and at a variable rate based on the FHLB plus 2.75% thereafter, maturing in February 2047. The loan is secured by property located on Pleasant Street in Concord, New Hampshire. The loan was repaid in full during the year ended June 30, 2023.	-	435,696

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CCEH - Loan payable to NHH. Loan is not to exceed $45,000 for the Pleasant Street Residences. The loan is not subject to interest or principal amortization and is to be paid at the time of construction loan closing on the project.	45,000	11,095
CCEH - Loan payable to NHH. Loan is not to exceed $45,000 for 6 South State Street Residences. The loan is not subject to interest or principal amortization and is to be paid at the time of construction loan closing on the project.	28,423	-
WSR - Loan payable to Merrimack County Savings Bank in monthly principal and interest payments of $1,563 at an interest rate of 3.75% for the first ten years and at a variable rate based on the FHLB plus 2.75% thereafter, maturing in December 2046. The loan is secured by property located on West Street in Concord.	292,674	300,295
	1,306,049	1,687,038
Unamortized debt issuance costs	(6,701)	(6,882)
Total debt, net of debt issuance costs	1,299,348	1,680,156
Less amounts due within one year	81,339	29,320
Total long term debt	$ 1,218,009	$1,650,836

The schedule of maturities of long term debt is as follows at June 30:

Year Ended June 30	Amount
2024	$ 81,339
2025	8,218
2026	8,531
2027	8,857
2028	259,194
Thereafter	939,910
	$ 1,306,049

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NOTE 8. TRANSACTIONS WITH RELATED PARTIES

Contribution Income

During the year ended June 20, 2022 the Coalition contributed $108,541 toward the rehabilitation and start-up costs of WSR. The related party transaction has been eliminated in the June 30, 2022 consolidated financial statements.

Developer Fee

For services rendered in connection with the development and rehabilitation of the property, GSR has agreed to pay the Coalition a developer fee in the amount of $39,000. The entire fee is evidenced by a non-interest-bearing note payable dated December 31, 2020. The balance of $20,125 and $34,397 at June 30, 2023 and 2022, respectively, shall be paid from future available operating cash in accordance with the NHH regulatory agreement. The related party transaction has been eliminated in the consolidated financial statements.

Distributions

The maximum allowable distribution is calculated using the amount granted to GSR by its parent company, the Coalition, in the initial year of operations. The distributable amount is 12% of the initial contribution which was $120,829. No distributions were made in either of the years ending June 30, 2023 and 2022.

NOTE 9. RESTRICTED COVENANTS

GSR and PSR entered into Land Use Restriction Agreements in order to obtain the HTF loans from NHH (see **Note 7**). The agreements require GSR and PSR to ensure rents and tenant incomes meet specific requirements for a period of 30 to 40 years.

NOTE 10. RETIREMENT PLAN

The Coalition sponsors a 401(k) retirement plan for its employees. The Plan was implemented during the year ended June 30, 2023 and has no employer contribution.

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NOTE 11. RECLASSIFICATION

Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These reclassifications had no effect on the previously reported change in net assets, or net asset amounts.

NOTE 12. 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 November 28, 2023, the date the financial statements were available to be issued.

In February 2023 the Coalition was awarded a three year grant of approximately $342,000 ($114,000 per year) for rural homelessness supportive services from HUD. The grant will start in fiscal year 2024.

In October 2023 the Coalition completed the sale of First Church to a local developer for $625,000. The reduced purchase price was due to restrictions placed on use of the property in fiscal year 2024 by local permitting authorities. An additional loss of approximately $50,000 related to this transaction will be recognized in the fiscal year 2024 financial statements.

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SUPPLEMENTARY INFORMATION

CONCORD COALITION TO END HOMELESSNESS

CONSOLIDATING STATEMENT OF FINANCIAL POSITION
JUNE 30, 2023

ASSETS

	CCEH	Green Street	West Street	Eliminations	Total
CURRENT ASSETS					
Cash	$ 441,076	$ 16,521	$ 3,835	$ -	$ 461,432
Accounts receivable	41,804	-	-	(31,688)	10,116
Campaign pledges receivable	17,500	-	-	-	17,500
Prepaid expenses	11,885	1,054	-	-	12,939
Total current assets	512,265	17,575	3,835	(31,688)	501,987
RESTRICTED CASH	75,094	20,254	-	-	95,348
PROPERTY AND EQUIPMENT					
Buildings and improvements	2,340,669	-	-	-	2,340,669
Building, Green Street	-	810,322	-	-	810,322
Building, West Street	-	-	412,541	-	412,541
Furniture and equipment	86,746	17,324	-	-	104,070
Total property and equipment	2,427,415	827,646	412,541	-	3,667,602
Less: Accumulated depreciation	331,660	51,182	14,128	-	396,970
Property and equipment, net	2,095,755	776,464	398,413	-	3,270,632
OTHER ASSETS					
Tenant security deposits	-	1,201	2,690	-	3,891
Accounts receivable, net of current portion	5,942	-	-	(5,942)	-
Total other assets	5,942	1,201	2,690	(5,942)	3,891
Total assets	$ 2,689,056	$ 815,494	$ 404,938	$ (37,630)	$ 3,871,858

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES					
Accounts payable and accrued expenses	$ 94,179	$ 3,401	$ 18,919	$ (17,505)	$ 98,994
Notes and loans payable, current portion	73,423	14,183	7,916	(14,183)	81,339
Deferred revenue	138,608	355	983	-	139,946
Contract liabilities	54,008	-	-	-	54,008
Deposits	90,000	-	-	-	90,000
Total current liabilities	450,218	17,939	27,818	(31,688)	464,287
LONG TERM LIABILITIES					
Tenant security deposits	-	1,201	2,690	-	3,891
Notes and loans payable, less current portion	250,000	689,193	284,758	(5,942)	1,218,009
Total long term liabilities	250,000	690,394	287,448	(5,942)	1,221,900
Total liabilities	700,218	708,333	315,266	(37,630)	1,686,187
NET ASSETS WITHOUT DONOR RESTRICTIONS	1,988,838	107,161	89,672	-	2,185,671
Total liabilities and net assets	$ 2,689,056	$ 815,494	$ 404,938	$ (37,630)	$ 3,871,858

See Independent Accountants' Review Report

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CONCORD COALITION TO END HOMELESSNESS

CONSOLIDATING STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2023

	CCEH	Green Street	West Street	Eliminations	Total
REVENUE AND SUPPORT					
Government grants	$ 746,649	$ -	$ -	$ -	$ 746,649
Contributions	388,846	-	-	-	388,846
Fundraising events	135,785	-	-	-	135,785
Rental and other revenue	50,868	53,638	46,429	-	150,935
Total revenue and support	1,322,148	53,638	46,429	-	1,422,215
EXPENSES					
Program services	932,405	47,483	51,913	-	1,031,801
Management and general	69,385	9,573	8,313	-	87,271
Fundraising	113,034	-	-	-	113,034
Total expenses	1,114,824	57,056	60,226	-	1,232,106
INCREASE (DECREASE) IN NET ASSETS FROM OPERATIONS AND SUPPORT	207,324	(3,418)	(13,797)	-	190,109
OTHER EXPENSES					
First Church impairment loss	(120,000)	-	-	-	(120,000)
Total other expenses	(120,000)	-	-	-	(120,000)
INCREASE (DECREASE) IN NET ASSETS	87,324	(3,418)	(13,797)	-	70,109
NET ASSETS, BEGINNING OF YEAR	1,901,514	110,579	103,469	-	2,115,562
NET ASSETS, END OF YEAR	$ 1,988,838	$ 107,161	$ 89,672	$ -	$ 2,185,671

See Independent Accountants' Review Report

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CONCORD COALITION TO END HOMELESSNESS

BOARD OF DIRECTORS ROSTER

Last Updated: August 2024

Board Member Names & Roles	Start Date
Cathy Battistelli (Chair) Retired, Deputy Chief Probation Officer U.S. District Court N.H.	04/2019
Jay Schumacher (Vice Chair) Senior Consultant, Business Process Improvement - Lincoln Financial Group	01/2022
Alex Panagiotakos (Treasurer) VP Director of Real Estate and Asset Management, CATCH	08/2023
Rob Kleiner (Secretary) Quality Auditing Manager, Delta Dental	01/2021
Brian DeFranzo Deputy Sherrif, Merrimack County Sherrif's Department	2/2024
Dominic Geffken, MD Program Director, NH Dartmouth Family Medicine Residency, Concord Hospital	09/2015
Joanie McIntire Associate Broker, Coldwell Banker J Hampe Assoc	5/2024
Carol Sobelson, MSW Retired	2/2024
Johane Telgener, MEd Retired Health Educator	8/2024
Miles Whitener Community Member	02/202

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SIERRA HUBBARD

Education
B.S. in Communication in December 2017
Kennesaw State University

Experience – Social Services
Concord Coalition to End Homelessness | November 2022 – present
Supportive Housing Program Manager | June 2024 – present
Supportive Housing Specialist | November 2022 – June 2024

Nashua Soup Kitchen & Shelter, Inc. | November 2021 – November 2022
Case Manager

Southwestern Community Services Inc. | September 2020 – October 2021
Supportive Housing Program Case Manager

Hundred Nights Inc. | April 2020 – September 2020
Housing Case Manager | May 2020 – September 2020
Overnight Supervisor | April 2020 – May 2020

Experience – Journalism
The Keene Sentinel | January 2018 – March 2020
Reporter

The Kennesaw State University Sentinel | October 2013 – July 2017
Various Roles – Staff Writer, News Editor, Editor-in-Chief

Skills and Training
Completed trainings:
- SAMHSA's SOAR certification for SSI/SSDI applications for adults (March 2021)
- First Aid and CPR certification (October 2020)
- Multiple online trainings on harm reduction, trauma-informed care, and de-escalation techniques
- HUD lead-based paint visual assessment training

Soft skills:
- Interpersonal communication, including active and empathetic listening
- Ability to effectively communicate ideas verbally and in writing
- Strong adherence to ethical standards and practices
- Attention to detail

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Carolann Turgeon

Work Experience

Housing Support Specialist
Concord Coalition to End Homelessness
April 2024- Present

Responsibilities

- Provide intensive case management for unhoused participants and ensure they have identifying documentation and other verifications needed for housing opportunities
- Assist participants with lease-signing and move-in; help explain lease requirements and tenant rights; coordinate logistics to ensure participant moves into housing with basic necessities
- Meet regularly with clients in their homes and provide ongoing case management driven by client-determined goals, in a harm-reduction model, to include:
    - Addressing activities of daily living
    - Applying for local, state and federal benefits
    - Transporting clients to and from appointments, as needed
    - Pursuing employment, education or volunteer opportunities
    - Learning financial management skills
    - Connecting to other service providers and supports
    - Integrating in community life and finding social opportunities
    - Addressing physical, mental, and/or behavioral health needs
- Assist the Supportive Housing Program Manager with annual program recertifications as needed
- Manage confidential client information in a safe and secure manner; maintain physical and electronic client files; document all client interactions in a timely manner via the Homeless Management Information System
- Track and log daily hours, differentiating time spent per program providing case management versus other job duties according to CCEH policies and grant requirements
- Understand various rental assistance offerings, how they differ between programs and how those differences impact clients
- Meet weekly with the Supportive Housing Program Manager for dedicated supervision
- Participate in weekly staff and team meetings and collaborate with other CCEH programs to identify eligible Supportive Housing Program participants, provide supplemental information on clients if appropriate, and provide support to staff as needed
- Develop and maintain positive collaborative relationships within the wider homeless services provider community; represent CCEH at events in the community, as appropriate
- Other duties as assigned

Emergency Shelter Worker

Concord Coalition to End Homelessness -

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Concord, NH December 2023 to April 2024

- Open the shelter and check in clients according to the procedures set forth by the shelter manager.
- Maintain the safety of clients at all times.
- Mediate and de-escalate conflicts that may arise between clients.
- Train new shelter volunteers on shelter practices and procedures.
- Manage the distribution of donations to clients (hand warmers, body warmers, gloves, hats, socks, personal care items)
- Build working relationships with clients and help direct them to services at the resource center.
- Maintain the cleanliness of the shelter.

Overnight Residential Instructor

Farnum Center - Manchester, NH

May 2019 to March 2020

While employed at Farnum I primarily worked the Stabilization Unit from 12:00am until 8:30am where I would admit clients coming from Safe Station. The unit contained 14 beds. I was responsible for the entire admissions process. I walked clients through all the paperwork and answered any questions they may have had and created or updated client electronic medical records as needed. Searched all client property coming in and followed proper procedure for any items not allowed on the unit. To ensure the best client care it was crucial to maintain open communication with the Manchester Fire Department, on call managers and doctors, as well as emergency staff in both local emergency rooms. In the mornings I was responsible for taking my unit down to breakfast and administering any meds they have been prescribed. Some of my other duties were to de escalate or redirect clients exhibiting inappropriate behavior. Finally I would write a shift report including all pertinent information from the shift I just work and give an oral report to the oncoming shift.

Education

Certificate in Emergency Medical Services

NH CPR - Bedford, NH April 2018 to August 2018

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Certificate in Medical field

LNA Health Careers - Manchester, NH June 2011 to September 2011

High school diploma

Goffstown High School - Goffstown, NH September 2007 to June 2011

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MADISON SHORTER

EDUCATION

The University of Texas at Austin Austin, TX

Bachelor of Science and Arts, Human Development and Family Sciences
Minor in American Sign Language
Certificate in Pre-Health Professions

Relevant Coursework: Personal Relationships, Family Relationships, Multicultural Psychotherapy, Clinical Psychology, Child Development, Children and Public Policy

EXPERIENCE

Concord Coalition to End Homelessness, Concord, NH May 2024 – present
Resource Center Case Manager

- Meet individually with Resource Center clients for welcome, orientation, assessments, data collection and problem solving, focusing on Housing solutions.
- Help clients connect with mainstream community services and benefits.
- In conjunction with the RC Director, supervise the clients and monitor the overall dynamics; deal with conflicts and behavioral and/or medical emergencies as they arise.
- Assist RC Director with training and project management of interns.
- Track and enter client data daily through Salesforce and HMIS.
- Work collaboratively with CCEH's Housing First Program and Emergency Winter Shelter program to identify eligible participants, provide supplemental information on clients if available, and provide support to clients as appropriate.

Texas Department of Family and Protective Services, San Marcos, TX June 2022 – December 2022
Alternative Response Specialist

- Established a positive environment by motivating families to identify and utilize their strengths
- Promoted safe and healthy families by connecting children and adults with community resources
- Conducted family meetings and child interviews to assess concerns and ensure child safety

LifeWorks, Austin, TX January 2022 – May 2022
Life Skills and Teen Parent Services Intern

- Facilitated education and support groups with diverse youth in foster care and expectant and parenting teens
- Lead a project that improved current curriculum and established a resource database
- Provided administrative support with electronic and physical client files and database entry

Department of Linguistics, Austin, TX January 2020 – December 2021
American Sign Language Teaching Assistant

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- Developed two new methods of implementation that improved students' skills and acquisition of ASL
- Reviewed and evaluated progress of 20 ASL students to ensure students' success in the class
- Assisted professor with daily lesson plans and demonstrated exercises

College of Natural Sciences Dean's Office, Austin, TX April 2019 – May 2022
Student Division Assistant

- Corresponded with students, faculty, and public to answer questions about general and university inquiries
- Collaborated with a team of 15 people to service current and prospective students
- Handled clerical work including appointments and confidential forms for over 10,000 students in the college

LEADERSHIP

Hearts for the Homeless, Austin, TX March 2020 – May 2022
Health Screening Volunteer

- Provided free blood pressure screenings and support information to people experiencing homelessness
- Fostered an open and non-judgmental relationship to create a sense of comfort and belonging
- Partnered with existing nonprofit groups to provide weekly goods and services

School of Human Ecology Mentoring Program, Austin, TX September 2019 – December 2021
Peer Mentor

- Mentored two underclassmen by scheduling bi-weekly individual and group meetings
- Addressed mentees' concerns and created a plan to aid in their acclimation to campus life

SKILLS

Languages: English (Fluent), American Sign Language (Intermediate)
Certifications: Strengths Model, Verbal De-escalation, Diversity, Equity, and Inclusion Trainings

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: **Concord Coalition to End Homelessness**

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Sierra Hubbard	Housing Support Specialist	$7,040.00	$49,920.00
Carolann Turgeon	Housing Support Specialist	$10,000.00	$42,640.00
Madison Shorter	Case Manager	$10,000.00	$42,640.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00