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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

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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 Thrive Survivor Support Center (VC#155198) Concord, NH, in the amount of \$712,830 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	\$106,925
2026	07-500589	Grants for Pub Asst and Relief	42307050	\$142,566
2027	07-500589	Grants for Pub Asst and Relief	42307050	\$142,566
2028	07-500589	Grants for Pub Asst and Relief	42307050	\$142,566
2029	07-500589	Grants for Pub Asst and Relief	42307050	\$142,566
2030	07-500589	Grants for Pub Asst and Relief	42307050	\$35,641
			Subtotal	\$712,830

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 four (4) households will be served, at any given time annually, through a Permanent Housing project.

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 14.267, FAIN # NH0165D1T002300.

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
Lori A. Weaver
Interim Commissioner

Subject: Continuum of Care - CCCNH (SS-2025-DBH-19-CONTI-01)

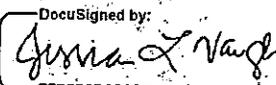
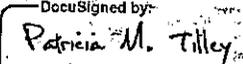
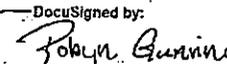
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION:

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Thrive, Survivor Support Center		1.4 Contractor Address 85 South State Street Concord, NH 03301	
1.5 Contractor Phone Number 866-841-6229	1.6 Account Unit and Class TBD	1.7 Completion Date 9/30/29	1.8 Price Limitation \$712,830
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 9/5/2024		1.12 Name and Title of Contractor Signatory Jessica Vaughn-Martin Executive Director	
1.13 State Agency Signature DocuSigned by:  Date: 9/6/2024		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 9/6/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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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JY M

Contractor Initials

Date 9/5/2024

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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JY-M

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.

**New Hampshire Department of Health and Human Services
Continuum of Care - TSSC**

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.

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

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. Continuum of Care

1.1.1. Rapid Re-Housing Domestic Violence (RRH DV) Project

1.1.1.1. The Contractor must provide a DV Rapid Re-Housing (RRH) program, in this Agreement, that is targeted to serve four (4) households at any given time annually, who are experiencing homelessness, as defined by HUD, that delivers supportive services, including case management, and either short-term (1 to 3 months), or medium-term (4 to 24 months) rental assistance, based on participants needs. The Contractor must:

1.1.1.1.1. Provide supportive services for no longer than six (6) months after rental assistance stops.

1.1.1.1.2. Re-evaluate, at least annually, whether the program participants lack sufficient resources and support networks necessary to retain housing without Continuum of Care (CoC) assistance and the types and amounts of assistance that the program participants need to retain housing.

1.1.1.1.3. Ensure that program participants meet with their case manager at least once per month to assist the program participant with obtaining and maintaining long-term housing stability. The project is exempt from this requirement if the Violence Against Women Act of 1994 (42 U.S.C. 13925 et seq.) or the Family Violence Prevention and Services Act (42 U.S.C. 10401 et seq.) prohibits the recipient carrying out the project from making its housing conditional on the participant's acceptance of services. The Contractor must integrate program participants into the community and promote housing stability.

1.1.1.1.4. Assist program participants with developing or increasing their skills and obtaining income, and/or employment.

1.1.1.1.5. Provide or connect program participants with supportive services.

1.1.1.1.6. Support and document appropriate efforts to enhance the participant's ability to reach self-sufficiency.

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**New Hampshire Department of Health and Human Services
Continuum of Care - TSSC**

EXHIBIT B

- 1.1.1.2. The Contractor must provide a Rapid Re-Housing, Permanent Housing, Domestic Violence program, in this Agreement for individuals, youth and/or families. Participants must be fleeing, or attempting to flee, domestic violence while experiencing homelessness, or while at imminent risk of homelessness, as defined by HUD. The Contractor must:
- 1.1.1.2.1. Provide immediate assistance with identifying safe and confidential housing options with the support of Contractor's staff.
 - 1.1.1.2.2. Provide immediate referrals to assist with safety and security concerns.
 - 1.1.1.2.3. Provide participants with access to training and support groups that focus on trauma, recovery from trauma, and other supports.
 - 1.1.1.2.4. Assist participants in finding long-term safe and permanent housing.
 - 1.1.1.2.5. Provide supportive services, including at least monthly case management, and connect participants with supportive services to help participants obtain and remain in permanent housing.

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

**New Hampshire Department of Health and Human Services
Continuum of Care - TSSC**

EXHIBIT B

- 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:

**New Hampshire Department of Health and Human Services
Continuum of Care - TSSC**

EXHIBIT B

- 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](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,

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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

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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:

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- 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.

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- 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;

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- 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.

1.3. Contract Administration

- 1.3.1. 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.
- 1.3.2. The Contractor must inform the Department of any staffing changes within thirty (30) days of the change.
- 1.3.3. 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.

1.4. Reporting Requirements

- 1.4.1. 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.
- 1.4.2. The Contractor must ensure the APR is submitted to:
 - NH DHHS
 - Bureau of Homeless Services
 - 129 Pleasant Street
 - Concord, NH 03301
- 1.4.3. 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).
- 1.4.4. The Contractor must submit other reports as requested by the Department in compliance with NH HMIS policy and/or Department policies and procedures.
- 1.4.5. 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.

1.5. Background Checks

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

1.5.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.5.1.2. 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

1.5.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.6. Confidential Data

1.6.1. 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.

1.6.2. 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.

1.7. Privacy Impact Assessment

1.7.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.7.1.1. How PII is gathered and stored;

1.7.1.2. Who will have access to PII;

1.7.1.3. How PII will be used in the system;

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

1.7.1.5. Privacy practices.

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1.7.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.8. Department Owned Devices, Systems and Network Usage

1.8.1. 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:

1.8.1.1. 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;

1.8.1.2. 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;

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

1.8.1.4. 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;

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

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

1.8.1.7. 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."

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

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

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- 1.8.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
- 1.8.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
- 1.8.1.9.3. 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."

- 1.8.1.10. 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:
 - 1.8.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.
 - 1.8.1.10.2. 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.
 - 1.8.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.
- 1.8.1.11. 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.
- 1.8.1.12. 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.

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1.8.2. Workspace Requirement

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

1.9. Contract End-of-Life Transition Services

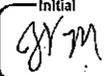
1.9.1. General Requirements

1.9.1.1. 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.

1.9.1.2. 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.

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

1.9.1.4. 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.

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- 1.9.1.5. 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.
- 1.9.1.6. 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.
- 1.9.2. Completion of Transition Services
- 1.9.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
- 1.9.2.2. 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.
- 1.9.3. Disagreement over Transition Services Results
- 1.9.3.1. 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.

2. Exhibits Incorporated

- 2.1. 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 E, DHHS Information Security Requirements, which has been executed by the parties.
- 2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit F, Business Associate Agreement.

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

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3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of 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."

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

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

3.3.3.1. Brochures;

3.3.3.2. Resource directories;

3.3.3.3. Protocols or guidelines;

3.3.3.4. Posters; and

3.3.3.5. Reports

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

3.5. Eligibility Determinations

- 3.5.1. 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.
- 3.5.2. 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.
- 3.5.3. 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.
- 3.5.4. 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.

3.6. Records

- 3.6.1. The Contractor must keep records that include, but are not limited to:
- 3.6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses

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incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

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

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

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

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

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

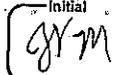
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EXHIBIT C

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 14:267, FAIN NH0165D1T002300.
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 Exhibits C-1, Budget through Exhibit C-6, 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 backed 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:

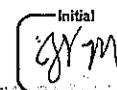
NH DHHS
Bureau of Homeless Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within 45 days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting 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.

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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.

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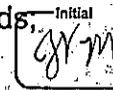
- 8.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception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

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- 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.



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- 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.

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- 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. Expense Eligibility

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- 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).

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- 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.

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- 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.**

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- 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

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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:

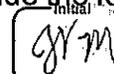
10.4.1. Eligible administrative costs include:

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:



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- 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

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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 be 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

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- 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.

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- 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.

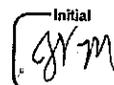
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Exhibit C-1, Budget

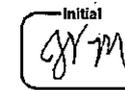
New Hampshire Department of Health and Human Services			
Complete one budget form for each budget period.			
Contractor Name:	Thrive Survivor Support Center (Crisis Center of Central New Hampshire)		
Budget Request for:	Domestic Violence Rapid Rehousing (DV RRH)		
Budget Period	10/1/2024-6/30/2025 - SFY25		
Line Item	Total Program Cost	Contractor Share - 25% Required Match	Program Cost - Funded by DHHS
Rental Assistance	\$54,648.00		\$54,648.00
Supportive Services	\$47,513.00		\$47,513.00
Administration	\$4,764.00		\$4,764.00
Total Direct Costs	\$106,925.00	\$48,359	\$106,925.00
TOTAL	\$155,284.00	\$48,359	\$106,925.00

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Exhibit C-2, Budget

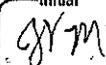
New Hampshire Department of Health and Human Services			
Complete one budget form for each budget period.			
Contractor Name:		Thrive Survivor Support Center	
Budget Request for:		Domestic Violence Rapid Rehousing (DV RRH)	
Budget Period		7/1/25-6/30/26, SFY26	
Line Item	Total Program Cost	Contractor Share - 25% Required Match	Program Cost - Funded by DHHS
Rental Assistance	\$72,864.00		\$72,864.00
Supportive Services	\$63,350.00		\$63,350.00
Administration	\$6,352.00		\$6,352.00
Total Direct Costs	\$142,566.00	\$64,478	\$142,566.00
TOTAL	\$207,044.00	\$64,478	\$142,566.00

Initial


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Exhibit C-3, Budget

New Hampshire Department of Health and Human Services			
Complete one budget form for each budget period.			
Contractor Name:		Thrive Survivor Support Center	
Budget Request for:		Domestic Violence Rapid Rehousing (DV RRH)	
Budget Period		7/1/26-6/30/27 - SFY27	
Line Item	Total Program Cost	Contractor Share - 25% Required Match	Program Cost - Funded by DHHS
Rental Assistance	\$72,864.00		\$72,864.00
Supportive Services	\$63,350.00		\$63,350.00
Administration	\$6,352.00		\$6,352.00
Total Direct Costs	\$142,566.00	\$64,478	\$142,566.00
TOTAL	\$207,044.00	\$64,478	\$142,566.00

Initial


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Exhibit C-4, Budget

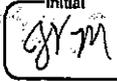
New Hampshire Department of Health and Human Services			
Complete one budget form for each budget period.			
Contractor Name:		Thrive Survivor Support Center	
Budget Request for:		Domestic Violence Rapid Rehousing (DV RRH)	
Budget Period:		7/1/27-6/30/28 - SFY28	
Line Item	Total Program Cost	Contractor Share - 25% Required Match	Program Cost - Funded by DHHS
Rental Assistance	\$72,864.00		\$72,864.00
Supportive Services	\$63,350.00		\$63,350.00
Administration	\$6,352.00		\$6,352.00
Total Direct Costs	\$142,566.00	\$64,478	\$142,566.00
TOTAL	\$207,044.00	\$64,478	\$142,566.00

Initial
JYM

9/5/2024

Exhibit C-5, Budget

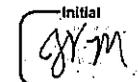
New Hampshire Department of Health and Human Services			
Complete one budget form for each budget period.			
Contractor Name:	Thrive Survivor Support Center		
Budget Request for:	Domestic Violence Rapid Rehousing (DV RRH)		
Budget Period	7/1/28-6/30/29 - SFY29		
Line Item	Total Program Cost	Contractor Share - 25% Required Match	Program Cost - Funded by DHHS
Rental Assistance	\$72,864.00		\$72,864.00
Supportive Services	\$63,350.00		\$63,350.00
Administration	\$6,352.00		\$6,352.00
Total Direct Costs	\$142,566.00	\$64,478	\$142,566.00
TOTAL	\$207,044.00	\$64,478	\$142,566.00

Initial


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Exhibit C-6, Budget

New Hampshire Department of Health and Human Services			
Complete one budget form for each budget period.			
Contractor Name:		Thrive Survivor Support Center	
Budget Request for:		Domestic Violence Rapid Rehousing (DVRRH)	
Budget Period		7/1/29-9/30/29 - SFY30	
Line Item	Total Program Cost	Contractor Share - 25% Required Match	Program Cost - Funded by DHHS
Rental Assistance	\$18,216.00		\$18,216.00
Supportive Services	\$15,837.00		\$15,837.00
Administration	\$1,588.00		\$1,588.00
Total Direct Costs	\$35,641.00	\$16,119	\$35,641.00
TOTAL	\$51,760.00	\$16,119	\$35,641.00

Initial


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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

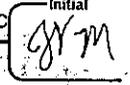
This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), 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

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- 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.

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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>.

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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 (1)(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.

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Date

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9/5/2024

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.

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CYM

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

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.

Initial
JYM

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.

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GJM

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: QBLMDHFUBHM7
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

NO YES

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

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

Name: _____	Amount: _____

Contractor Name: Thrive Survivor Support Center

9/5/2024

Date: _____

DocuSigned by:
Jessica Vaughn Martin

FFD686BC5C5D437
Name: JESSICA Vaughn-Martin

Title: Executive Director

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Exhibit D
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Date 9/5/2024

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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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DHHS Information Security Requirements

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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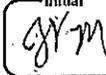
DHHS Information Security Requirements

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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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.).

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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

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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/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any 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.

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- 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;

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



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Exhibit F

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 bi

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA 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) Obligations and Activities of Business Associate

- 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 priv

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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 F

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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

Exhibit F.

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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

Thrive Survivor Support Center

The State

Name of the Contractor

DocuSigned by: Patricia M. Tilley 846FB38F5BFD4C8...

DocuSigned by: Jessica Vaughn Martin FFD5B8BC5C6D437...

Signature of Authorized Representative

Signature of Authorized Representative

Patricia M. Tilley

Jessica Vaughn-Martin

Name of Authorized Representative

Name of Authorized Representative

Associate Commissioner

Executive Director

Title of Authorized Representative

Title of Authorized Representative

9/6/2024

9/5/2024

Date

Date

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State of New Hampshire

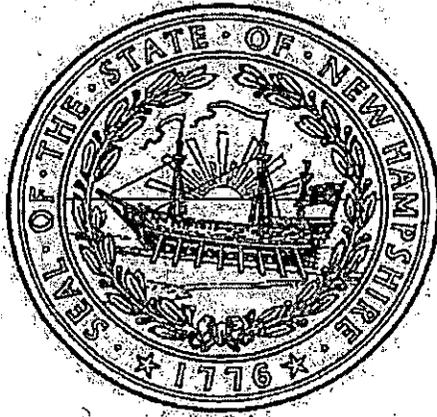
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THRIVE SURVIVOR SUPPORT CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 17, 1978. 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: 62811

Certificate Number: 0006772602



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of September A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Claire Gruenfelder, Board Chair, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Thrive Survivor Support Center FKA Crisis Center of Central NH
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August 21, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Jessica Vaughn-Martin, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Thrive Survivor Support Center to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 9/5/2024



Signature of Elected Officer
Name: Claire Gruenfelder
Title: Board Chair

MERRCOU-01

DBEAUDOIN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/4/2024

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: _____														
INSURED Thrive Survivor Support Center P.O. Box 1344 Concord, NH 03302	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance Company</td> <td>23850</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance Company	23850	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Insurance Company	23850														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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	ADDD	SUBR	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			PHPK2649176	3/13/2024	3/13/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 _____ \$ _____
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2649176	3/13/2024	3/13/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ _____ \$ _____
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ _____ \$ _____
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____

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

CERTIFICATE HOLDER State of NH - Department of Health & Human Services 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Thrive Survivor Support Center

Mission Statement: To serve survivors of domestic violence, sexual violence and human trafficking through empowerment, safety and support; and to promote prevention through education in Merrimack County, NH

Vision: The eradication of domestic and sexual violence and human trafficking in our community.

CRISIS CENTER OF
CENTRAL NEW HAMPSHIRE
AUDITED FINANCIAL STATEMENTS
June 30, 2023 and 2022

SINGLE AUDIT REPORTS
June 30, 2023

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS
46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Crisis Center of Central New Hampshire
Concord, New Hampshire

Opinion

We have audited the accompanying financial statements of Crisis Center of Central New Hampshire (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Crisis Center of Central New Hampshire as of June 30, 2023, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Crisis Center of Central New Hampshire's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

Supplementary Information

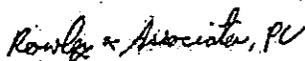
Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 6, 2023, on our consideration of Crisis Center of Central New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Crisis Center of Central New Hampshire's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Crisis Center of Central New Hampshire's internal control over financial reporting and compliance.

Report on Summarized Comparative Information

The June 30, 2022 financial statements were reviewed by other accountants, and their report thereon, dated December 19, 2022, stated they were not aware of any material modifications that should be made to those financial statement for them to be in accordance with accounting principles generally accepted in the United State of America. However, a review is substantially less in scope than an audit and does not provide a basis for the expression of an opinion on the financial statements as a whole.



Rowley & Associates, P.C.
Concord, New Hampshire
November 6, 2023

Crisis Center of Central New Hampshire
Statements of Financial Position
June 30, 2023 and June 30, 2022
See Independent Auditors' Report

	<u>(Audited)</u> <u>2023</u>	<u>(Reviewed)</u> <u>2022</u>
ASSETS		
<u>CURRENT ASSETS</u>		
Cash and Cash Equivalents	\$ 452,552	\$ 468,925
Cash and Cash Equivalents, Donor Restricted	42,537	-
Grants Receivable	234,230	238,695
Pledges Receivable	-	350
Prepaid Expenses	10,985	2,645
Total Current Assets	<u>740,304</u>	<u>710,615</u>
<u>PROPERTY AND EQUIPMENT</u>		
Land	130,400	5,600
Buildings and Improvements	972,310	426,842
Furniture and Equipment	24,199	4,199
	<u>1,126,909</u>	<u>436,641</u>
Less Accumulated Depreciation	(121,486)	(105,794)
Total Property and Equipment, Net	<u>1,005,423</u>	<u>330,847</u>
<u>OTHER ASSETS</u>		
Intangible, Net of Accumulated Amortization	6,684	8,733
Deposits	1,800	1,800
Total Other Assets	<u>8,484</u>	<u>10,533</u>
Total Assets	<u>\$ 1,754,211</u>	<u>\$ 1,051,995</u>
LIABILITIES AND NET ASSETS		
<u>CURRENT LIABILITIES</u>		
Accounts Payable	\$ 8,426	\$ -
Accrued Expenses	23,826	21,908
Deferred Revenue	5,350	15,258
Note Payable, Current Portion	11,313	-
Total Current Liabilities	<u>48,915</u>	<u>37,166</u>
<u>LONG-TERM LIABILITIES</u>		
Note Payable, Less Current Portion	<u>88,235</u>	<u>-</u>
<u>NET ASSETS</u>		
Without Donor Restrictions	1,574,524	1,014,829
With Donor Restrictions	42,537	-
Total Net Assets	<u>1,617,061</u>	<u>1,014,829</u>
Total Liabilities and Net Assets	<u>\$ 1,754,211</u>	<u>\$ 1,051,995</u>

Statements of Activities and Changes in Net Assets
Year Ended June 30, 2023, With Comparative Totals for Year Ended June 30, 2022
See Independent Auditors' Report

	<u>Net Assets Without Donor Restrictions</u>	<u>Net Assets With Donor Restrictions</u>	<u>(Audited) 2023</u>	<u>(Reviewed) 2022</u>
<u>CONTRIBUTIONS AND SUPPORT</u>				
Grant Revenue	\$ 1,359,349	\$ -	\$ 1,359,349	\$ 810,211
Contributions	221,544	90,116	311,660	111,010
Contributions, In-Kind	38,991	-	38,991	38,641
Contributions, Non-Cash	23,056	-	23,056	26,070
Fundraising Event, Net Costs of \$23,842 & \$6,950	27,705	-	27,705	36,905
Interest Income	195	-	195	30
Miscellaneous Income	1,039	-	1,039	2,885
Loss on Disposal of Property & Equipment	-	-	-	(6,420)
Total Support and Revenue	<u>1,671,879</u>	<u>90,116</u>	<u>1,761,995</u>	<u>1,019,332</u>
Net Assets Released from Donor Imposed Restrictions	47,579	(47,579)	-	-
<u>EXPENSES</u>				
Program Services	851,400	-	851,400	729,029
Management and General	236,852	-	236,852	224,738
Fundraising	71,511	-	71,511	29,121
Total Expenses	<u>1,159,763</u>	<u>-</u>	<u>1,159,763</u>	<u>982,888</u>
INCREASE IN NET ASSETS	559,695	42,537	602,232	36,444
NET ASSETS AT BEGINNING OF YEAR	<u>1,014,829</u>	<u>-</u>	<u>1,014,829</u>	<u>978,385</u>
NET ASSETS AT END OF YEAR	<u>\$ 1,574,524</u>	<u>\$ 42,537</u>	<u>\$ 1,617,061</u>	<u>\$ 1,014,829</u>

Crisis Center of Central New Hampshire
Statement of Functional Expenses
Year Ended June 30, 2023
With Comparative Totals for Year Ended June 30, 2022
See Independent Auditors' Report

	Program Services	Management & General	Fundraising	(Audited) Total 2023	(Reviewed) Total 2022
Salaries and Wages	\$ 443,875	\$ 145,592	\$ 54,962	\$ 644,429	\$ 502,056
Payroll Taxes	36,315	11,756	4,334	52,405	44,584
Employee Benefits	35,951	14,443	1,291	51,685	55,029
Pension Plan Contributions	9,225	2,287	2,155	13,667	11,682
Direct Program Expenses	118,787	-	-	118,787	100,068
Phone & Advocacy Hotline	37,996	-	-	37,996	38,341
Donated Supplies	22,627	199	730	23,556	26,070
Utilities	25,327	2,585	-	27,912	25,193
Rent Expense	12,765	12,197	-	24,962	23,900
Office Expense	13,789	3,717	718	18,224	23,931
Communications	18,904	4,228	404	23,536	18,215
Professional Fees	11,561	4,065	-	15,626	16,108
Information Technology	6,126	7,253	-	13,379	14,956
Depreciation	15,692	-	-	15,692	14,026
Insurance	11,140	4,754	593	16,487	13,341
Accounting Fees	-	11,397	-	11,397	9,046
Miscellaneous	44	3,865	99	4,008	8,727
Bank, Credit Card and Other Fees	6,769	3,820	6,061	16,650	7,535
Repairs and Maintenance	7,492	-	-	7,492	6,547
Parking Expense	5,915	695	-	6,610	4,965
Dues and Membership	1,273	668	-	1,941	4,944
Conferences and Training Travel	660	715	139	1,514	3,943
Advertising/Public Awareness	4,167	567	-	4,734	3,707
Amortization	-	-	25	25	2,922
Grant to Other Organization Bad Debt	-	2,049	-	2,049	2,757
	5,000	-	-	5,000	-
	-	-	-	-	295
Total Functional Expenses	\$ 851,400	\$ 236,852	\$ 71,511	\$ 1,159,763	\$ 982,888

Crisis Center of Central New Hampshire
Statements of Cash Flows
Years Ended June 30, 2023 and 2022
See Independent Auditors' Report

	<u>(Audited)</u> <u>2023</u>	<u>(Reviewed)</u> <u>2022</u>
<u>CASH FLOWS FROM OPERATING ACTIVITIES</u>		
Increase in Net Assets	\$ 602,232	\$ 36,444
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities		
Depreciation	15,692	14,026
Amortization	2,049	2,757
Loss on Disposal of Property and Equipment	-	6,420
(Increase) Decrease in Operating Assets:		
Grants Receivable	4,465	(42,321)
Pledges Receivable, Current Portion	350	(350)
Prepaid Expenses	(8,340)	(483)
Increase (Decrease) in Operating Liabilities:		
Accounts Payable	8,426	(7,665)
Accrued Payroll and Payroll Taxes	1,918	4,204
Accrued Vacation		(13,483)
Deferred Revenue	(9,908)	(16,175)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>616,884</u>	<u>(16,626)</u>
<u>CASH FLOWS FROM INVESTING ACTIVITIES</u>		
Purchases of Property and Equipment	(690,268)	(14,925)
NET CASH USED BY INVESTING ACTIVITIES	<u>(690,268)</u>	<u>(14,925)</u>
<u>CASH FLOWS FROM FINANCING ACTIVITIES</u>		
Net Proceeds, Note Payable	99,548	-
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>99,548</u>	<u>-</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	26,164	(31,551)
CASH AND CASH EQUIVALENTS, AT BEGINNING OF YEAR	<u>468,925</u>	<u>500,476</u>
CASH AND CASH EQUIVALENTS, AT END OF YEAR	<u>\$ 495,089</u>	<u>\$ 468,925</u>
<u>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</u>		
Contributions, In-Kind	<u>\$ 38,991</u>	<u>\$ 38,641</u>
Contributions, Non-Cash	<u>\$ 23,056</u>	<u>\$ 26,070</u>

**Crisis Center of Central New Hampshire
Notes to Financial Statements
Years Ended June 30, 2023 and 2022**

NOTE A- NATURE OF THE ORGANIZATION

Crisis Center of Central New Hampshire (the "Organization") is a non-profit corporation located in Concord, New Hampshire and serves the needs of adult and emancipated minor victims of domestic violence and sexual assault in Merrimack County by staffing a hotline and providing emergency shelter to victims of violence and their children. The Organization also provides appropriate referrals to social service agencies in Merrimack County and assists victims in dealing with the courts and police. Through public awareness and education, the Organization seeks to eliminate the conditions which cause domestic violence and sexual assault. The Organization receives the majority of its funding from the New Hampshire Coalition Against Domestic and Sexual Violence (NHCADSV) as disclosed in Note C.

NOTE B- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Organization have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to not-for-profits. The Financial Accounting Standards Board (FASB) is the accepted standard-setting body for establishing accounting and financial reporting principles for not-for-profits. The more significant of the FASB's generally accepted accounting principles applicable to the Organization, and the Organization's conformity with such principles, are described below. These disclosures are an integral part of the Organization's financial statements.

Basis of Presentation

The Organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

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

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

Basis of Accounting

The Organization uses the accrual basis of accounting in its financial statements. Under this basis, revenue is recognized when earned rather than when payment is received, and expenses and purchases of assets are recognized when the obligation is incurred rather than when the cash is disbursed.

Use of Estimates

The preparation of financial statements and related disclosures in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect certain amounts reported in the financial statements and accompanying notes. Actual results experienced by the Organization may differ from management's estimates.

**Crisis Center of Central New Hampshire
Notes to Financial Statements
Years Ended June 30, 2023 and 2022**

NOTE B- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Cash and Cash Equivalents

For purposes of the statements of cash flows, the Organization considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. The following table provides a reconciliation of cash and cash equivalents reported within the statement of financial position to the sum of the corresponding amounts within the statement of cash flows as of June 30:

	<u>2023</u>	<u>2022</u>
Cash and Cash Equivalents	\$452,552	\$468,925
Restricted Cash and Cash Equivalents	<u>42,537</u>	<u> </u>
Total	<u>\$495,089</u>	<u>\$468,925</u>

Grants Receivable

Accounts receivable consists of grants which are recorded at cost. The Organization uses the direct write off method to write off uncollectable accounts. The Organization does not record an allowance for doubtful accounts because management expects to collect all outstanding balances; this is not considered a departure from accounting principles generally accepted in the United States because the effects of the direct write off method approximate those of the allowance method. The Organization does not charge interest on accounts receivable.

Unconditional Pledges Receivable

Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. Conditional promises to give are not included as support until the conditions are substantially met.

Property and Equipment

The Organization's property and equipment policy is to capitalize individual purchases, renewals and betterments in excess of \$2,500. Maintenance, repairs, and minor renewals are charged to expense as incurred. Periodically, management evaluates property and equipment for impairment when events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. When items of property and equipment are sold or retired, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is included in the statements of activities. These items are depreciated using the straight-line method over their estimated useful lives as follows:

Buildings and Improvements	15-39 years
Furniture and Equipment	3-7 years

Depreciation expense record by the Organization for the years ended June 30, 2023 and 2022 was \$15,692 and \$14,026, respectively.

**Crisis Center of Central New Hampshire
Notes to Financial Statements
Years Ended June 30, 2023 and 2022**

NOTE B- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Intangible Assets

The Organization owns intangible assets consisting of a database management system and website development. Intangible assets acquired separately are measured at initial cost. Following initial recognition, intangible assets are carried at cost less any accumulated amortization and any accumulated impairment losses. Subsequent expenditures are capitalized only when they increase the future economic benefits embodied in the specific assets to which they relate. All other expenditures are recognized in the statement of activities as incurred.

Intangible assets with finite lives are amortized over the useful economic life and assessed for impairment whenever there is an indication that the intangible assets may be impaired. Changes in the expected useful life or the expected pattern of consumption of future economic benefits embodied in the asset is accounted for by changing the amortization period or method, as appropriate, and are treated as changes in accounting estimates. The amortization expense on intangible assets with finite lives is recognized in expenses. The Organization does not hold any intangible assets with indefinite lives.

Amortization is recognized in the statement of activities on a straight-line basis over the estimated useful life of the intangible assets from the date they are available for use. Amortization expense for the years ended June 30, 2023 and 2022 was \$2,049 and \$2,757, respectively.

Contributions and Promises to Give

Contributions received are recorded as net assets with donor restrictions or net assets without donor restrictions depending on the existence or nature of any donor restrictions. Contributions are recognized when the donor makes an unconditional promise to give to the Organization. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restriction expires in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions.

Contributions are recognized under FASB ASU 2018-08, *Not-For-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. Under this ASU, contributions are not recognized as revenue if there are donor-imposed conditions and barriers that must be overcome before the Organization is entitled to the assets transferred. Conditional contributions can exist if the Organization has limited discretion over how the resources are spent and the contributor retains a right of return to the resources provided if the conditions are not met. If contributions are received prior to the satisfaction of the donor-imposed conditions and barriers, the advanced receipt of funds would be recorded as deferred revenue on the statement of financial position. Once conditions have been substantially met, the contributions are recognized as revenue and classified as net assets with or without donor restrictions depending on remaining donor restrictions.

**Crisis Center of Central New Hampshire
Notes to Financial Statements
Years Ended June 30, 2023 and 2022**

NOTE B- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Functional Allocation of Expenses

The costs of providing the Organization's program and other activities have been summarized on a functional basis in the statements of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Expenses are charged to each program based on the direct expenses incurred or estimated usage based on time spent on each function by the staff.

Contributed Materials and Services

Contributed Services – In-Kind Contributions

The Organization receives donated services from a substantial number of unpaid volunteers who have made significant contributions of their time to the 24-hour Crisis Line. The criterion for recognition of such volunteer effort under generally accepted accounting principles is that the services must be specialized skills, which would be purchased if not donated. All contributed services were considered without donor restriction and were valued at fair-market-value. This condition has been met. Total in-kind contributions as of June 30 were as follows:

	<u>2023</u>	<u>2022</u>
Phone & Advocacy Hotline	\$37,996	\$38,341
Professional Services	<u>995</u>	<u>300</u>
Total	<u>\$38,991</u>	<u>\$38,641</u>

In addition, many individuals volunteer their time and perform a variety of tasks that assist the Organization; these amounts have not been recognized in the accompanying statement of activities because the criteria for recognition as contributed services has not been met.

Contributed Goods – Non-Cash Contributions

The Organization receives donated goods throughout the year. Contributed goods, which may include food supplies and equipment, have been recorded on the statements of activity at their fair market value at the date of the contribution. Any equipment contributed is capitalized and depreciated over its estimated useful life. The Organization received \$23,056 and \$26,070 in various supplies during the years ended June 30, 2023 and 2022, respectively.

Advertising

The Organization conducts non-direct response advertising. These costs are expensed as incurred. Advertising costs were \$25 and \$2,922 for the years ended June 30, 2023 and 2022, respectively.

Income Taxes

The Organization has been notified by the Internal Revenue Service that it is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. The Organization is further classified as an organization that is not a private foundation under Section 509(a)(3) of the Code. The most significant tax positions of the Organization are its assertion that it is exempt from income taxes and its determination of whether any amounts are subject to unrelated business tax (UBIT). The Organization follows the guidance of Accounting Standards Codification (ASC) 740, Accounting for Income Taxes, related to uncertain income taxes, which prescribes a threshold of more likely than not for recognition of tax positions taken or expected to be taken in a tax return.

**Crisis Center of Central New Hampshire
Notes to Financial Statements
Years Ended June 30, 2023 and 2022**

NOTE B- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Deferred Revenue

Revenue is recognized when earned, however, funds received that are not earned as of year-end are recorded as a liability under deferred revenue. Deferred revenue arises when resources are received by the Organization before it has a legal claim to them. Deferred revenue related to an annual Fall fundraising event was \$5,350 and \$15,258 for the years ended June 30, 2023 and 2022, respectively.

Compensated Absences

Employees of the Organization are entitled to paid vacation depending on job classification, length of services and other factors. Employees must use their vacation time each fiscal year or forfeit that time. There was no accrued vacation earned, but unpaid as of June 30, 2023 and 2022, respectively.

Financial Instruments

The carrying value of cash and cash equivalents, grants receivable, pledges receivable, prepaid expenses, accounts payable and accrued expenses are stated at carrying cost at June 30, 2023 and 2022, which approximates fair value due to the relatively short maturity of these instruments.

Leases

The Organization adopted FASB ASU2016-02, Leases (Topic 842) in the current period. The Association has elected the short-term lease recognition exemption for all applicable classes of underlying assets. Leases with an initial term of 12 months or less, that do not include an option to purchase the underlying asset that we are reasonably certain to exercise, are not recorded on the statement of financial position. Therefore, the adoption did not have an impact on the Organization's financial statements.

Comparative Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2022, from which the summarized information was derived.

Reclassifications

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

Subsequent Events

Management has evaluated subsequent events through November 6, 2023, the date which the financial statements were available to be issued, and has not evaluated subsequent events after that date. No subsequent events were identified that would require disclosure in the financial statements.

**Crisis Center of Central New Hampshire
Notes to Financial Statements
Years Ended June 30, 2023 and 2022**

NOTE C- CONCENTRATIONS

Cash

The Organization maintains its cash in three local financial institutions. The accounts are secured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At various times throughout the year, the Organization may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Organization. The Organization had uninsured balances of \$16,994 and \$181,755 at June 30, 2023 and 2022, respectively.

Major Source of Funding

The Organization is a pass-through entity of the New Hampshire Coalition Against Domestic and Sexual Violence (NHCADSV). Approximately 49% and 72% of the funds received by the Organization are from grants allocated from NHCADSV for the years ended June 30, 2023 and 2022, respectively. In addition, substantially all of the accounts receivable are owed to the Organization from NHCADSV at June 30, 2023 and 2022.

NOTE D- CORPORATE ORGANIZATION

The Corporation is a voluntary organization under Chapter 292 of the New Hampshire Revised Statutes Annotated and therefore has no capital stock.

NOTE E- NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of funds received by the Organization, restricted as to use or time. The restrictions are considered to expire when payments are made. As of June 30, 2022 the Organization had no net assets with donor restrictions. As of June 30, 2023 the Organization had net assets with donor restrictions are available for the following purpose:

Shelter Hotline	\$ 2,500
Youth/Education Support	11,865
Network Infrastructure	6,113
It Takes a Village	11,050
Client Support	7,849
HF Clients	660
Junior Service League	2,500
Total	<u>\$ 42,537</u>

NOTE F- BOARD DESIGNATED NET ASSETS

For the years ended June 30, 2023 and 2022 the Organization no board designated net assets.

**Crisis Center of Central New Hampshire
Notes to Financial Statements
Years Ended June 30, 2023 and 2022**

NOTE G- LEASING ARRANGEMENTS

Operating Office Lease

The Organization rented its Concord, New Hampshire office space under a non-cancelable operating lease. The Organization entered into this operating lease in March of 2021, for a term of two years maturing on March 31, 2023. The Organization extended the lease for a three-month period ending June 30, 2023 when the Organization purchased a new office building. Rent expense related to this agreement was \$21,600 during the years ended June 30, 2023 and 2022, respectively. There are no future required minimum rents.

Operating Storage Lease

The Organization leases storage units at various rates. The lease agreements are each on a month-to-month basis. Rent expense related to this agreement was \$3,362 and \$2,300 during the years ended June 30, 2023 and 2022, respectively. There are no future required minimum rents.

Operating Parking Leases

The Organization rents various parking spaces nearby its office and shelter locations. The lease agreements may be terminated by either party with 30-days' notice. Rent expense related to this agreement was \$6,610 and \$4,965 during the years ended June 30, 2023 and 2022, respectively. There are no future required minimum rents.

NOTE H- NOTE PAYABLE

The Organization has a loan payable with a local bank, dated June 2023 and maturing June 30, 2030. The interest rate is 7.625% and monthly payments are \$1,546. The loan is collateralized by real estate. The balance of the loan was \$99,548 as of June 30, 2023. Future maturities of long-term debt as of June 30 are as follows:

2024	\$ 11,313
2025	12,207
2026	13,171
2027	14,211
2028	15,333
Thereafter	<u>33,313</u>
	<u>\$ 99,548</u>

NOTE I- RETIREMENT PLAN

In February 2021, the Organization started a retirement plan under the Internal Revenue Code Section 403(b) for its employees through a third party. Eligible participants working more than 20 hours per week may elect to make voluntary pre-tax elective salary deferrals or after-tax Roth deferrals each year, not to exceed the maximum allowed by law. The Organization may contribute to the employees' retirement fund at the Board's discretion. The Organization made contributions of \$13,667 and \$11,682 under this plan for the years ended June 30, 2023 and 2022, respectively.

**Crisis Center of Central New Hampshire
Notes to Financial Statements
Years Ended June 30, 2023 and 2022**

NOTE J- LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Organization has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Organization's primary source of support is grants. That support is held for the purpose of supporting the Organization's budget. The Organization had the following financial assets that could be readily made available within one year to fund expenses without limitations as of June 30:

	<u>2023</u>	<u>2022</u>
Cash and Cash Equivalents	\$ 495,089	\$ 468,925
Grants & Pledges Receivable	234,230	239,045
Less Amounts:		
With Donor Imposed Restriction	<u>(42,537)</u>	<u>-</u>
	<u>\$ 686,782</u>	<u>\$ 707,970</u>

At times, the Board of Directors may designate a portion of any operating surplus to its liquidity reserve for future expenditures, however, there were no such designations at June 30, 2023. The Organization believes its liquid financial assets are sufficient to fund unanticipated liquidity needs that may arise.

NOTE K- FAIR VALUE MEASUREMENTS

Fair values of assets measured on a recurring basis as of June 30 are as follows:

<u>2023</u>	<u>Fair Value</u>	<u>Significant Other Observable Inputs (Level 2)</u>
Grants receivable	\$ 234,230	\$ 234,230
Pledges receivable	<u>-</u>	<u>-</u>
	<u>\$ 234,230</u>	<u>\$ 234,230</u>
<u>2022</u>		
Grants receivable	\$ 238,695	\$ 238,695
Pledges receivable	<u>350</u>	<u>350</u>
	<u>\$ 239,045</u>	<u>\$ 239,045</u>

The fair market value of grants and pledges receivable are estimated at the present value of expected future cash flows. The Organization reports transfers between levels of the fair value hierarchy, if any, at the end of the reporting period. There were no such transfers at June 30, 2023 and 2022, respectively.

NOTE L- COVID-19 CONSIDERATIONS

In March 2020, the World Health Organization declared the outbreak of the novel coronavirus (COVID-19) as a pandemic which continues to spread throughout the world. While the spread of this virus has caused business disruptions across the United States, the Organization has not experienced any interruptions to their activities as of the year ended June 30, 2023. While there remains considerable uncertainty around the duration of this pandemic, there are no going concerns with the Organization's ability to continue operations for the next year.

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
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MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

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

Board of Directors
Crisis Center of Central New Hampshire
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Crisis Center of Central New Hampshire (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 6, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Crisis Center of Central New Hampshire's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Crisis Center of Central New Hampshire's internal control. Accordingly, we do not express an opinion on the effectiveness of Crisis Center of Central New Hampshire's internal control.

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

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

Report on Compliance and Other Matters

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

Purpose of This Report

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



Rowley & Associates, P.C.
Concord, New Hampshire
November 6, 2023

ROWLEY & ASSOCIATES, P.C.

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COMPANIES PRACTICE SECTION

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

Board of Directors
Crisis Center of Central New Hampshire
Concord, New Hampshire

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Crisis Center of Central New Hampshire's compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on each of Crisis Center of Central New Hampshire's major federal programs for the year ended June 30, 2023. Crisis Center of Central New Hampshire's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Crisis Center of Central New Hampshire complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

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

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

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Crisis Center of Central New Hampshire's federal programs.

Auditor's Responsibilities for the Audit of Compliance

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

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

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

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

Report on Internal Control over Compliance

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

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

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed. The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
November 6, 2023

**Crisis Center of Central New Hampshire
Notes to Financial Statements
Year Ended June 30, 2023**

SECTION I – SUMMARY OF AUDITOR’S RESULTS

1. The auditor’s report expresses an unmodified opinion on the financial statements of the Crisis Center of Central New Hampshire.
2. No reportable conditions relating to the audit of the financial statements are reported in the Independent Auditor’s Report. No material weaknesses are reported.
3. No instances of noncompliance material to the financial statements of Crisis Center of Central New Hampshire, which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the Independent Auditor’s Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance. No Material weaknesses are reported.
5. The auditor’s report on compliance for the major federal award programs for Crisis Center of Central New Hampshire expresses an unmodified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.
7. The program tested as a major program were:
 - State Administered Community Development Block Grant Program: 14.225
8. The threshold for distinguishing Types A and B Programs was: \$750,000.
9. The Crisis Center of Central New Hampshire was determined to be a high-risk auditee.

SECTION II – FINDINGS: FINANCIAL STATEMENT AUDIT

No matters were reported.

**SECTION III – FINDINGS AND QUESTIONED COSTS: FEDERAL AWARD PROGRAMS
AUDIT**

No matters were reported.

**Crisis Center of Central New Hampshire
 Schedule of Expenditures of Federal Awards
 For the Year Ended June 30, 2023**

<u>Program Title</u>	<u>Federal Assistance Listing Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Federal Expenditures</u>
<u>U.S. Department of Housing and Urban Development:</u>			
Pass-Through Programs from the City of Concord, NH State Administered Community Development Block Grant Program	14.225	23-150-CDPF	500,000
Pass-Through Programs from State of NH Department of HHS and NH Coalition Against Domestic and Sexual Violence: Continuum of Care Program	14.267	102-500731	20,082
TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT			520,082
<u>U.S. Department of Justice:</u>			
Pass-Through Programs from State of NH Department of Justice and NH Coalition Against Domestic and Sexual Violence: VAWA, SASP	16.017	2022SAS01	45,495
VOCA, PMC Subcontracts	16.575	2022VOC03	277,619
TOTAL U.S. DEPARTMENT OF JUSTICE			323,114
<u>U.S. Department of the Treasury</u>			
Pass-Through Programs from State of NH Department of Justice and NH Coalition Against Domestic and Sexual Violence: Coronavirus State and Local Fiscal Recovery Funds - Covid-19	21.027	2023ARPVS19	34,587
TOTAL U.S. DEPARTMENT OF THE TREASURY			34,587
<u>U.S. Department of Health and Human Services:</u>			
Pass-Through Programs from State of NH Department of HHS and NH Coalition Against Domestic and Sexual Violence: Sexual Violence Prevention	93.136	102-500731	16,380
Family Violence Prevention Services Act	93.671	155510 B001	114,060
Family Violence Prevention Services Act - Covid-19	93.671	155510 B001	106,111
Subtotal			220,171
TOTAL U.S. DEPARTMENT OF HEALTH & HUMAN SERVICES			236,551
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ 1,114,334

**Crisis Center of Central New Hampshire
Notes to Financial Statements
Year Ended June 30, 2023**

NOTE A – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Crisis Center of Central New Hampshire under programs of the federal government for the year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Crisis Center of Central New Hampshire, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Crisis Center of Central New Hampshire.

NOTE B – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1. Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.
2. Pass-through entity identifying numbers are presented where available.

NOTE C – INDIRECT COST RATE

The Crisis Center of Central New Hampshire has not elected to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.

Thrive Survivor Support Center

Board of Directors FY24-FY25

Claire Gruenfelder (Board Chair)
Nicole Murphy (Vice Chair)
Laurie Bienefeld (Treasurer)
Rebecca E Britenriker (Secretary)

Andrew LaFlame (Dec 2023)
Elyse McKay (Feb 2024)
Jane Berlin Pauley (Jan 2022)
Neiko Lavery (Dec 2022)
Emily Marsh (Sept 2022)
Johane Telgener (Jan 2022)
Anne Tyrol (Mar 2022)
Ronni Wise, Esq Retired (Feb 2024)

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: Thrive Survivor Support Center

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
To Be Hired	RRH Case Manager (salary & fringe)	\$52,265.00	\$52,265.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00