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

Lori A. Weaver  
Commissioner

Katja S. Fox  
Director

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March 12, 2025

Her Excellency, Governor Kelly A. Ayotte  
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** amendment to an existing contract with Families In Transition (VC#157730) Manchester, NH for the provision of a housing services continuum of care project, per the U.S. Department of Housing and Urban Development (HUD), by decreasing the price limitation by \$47,226 from \$1,198,004 to \$1,150,778 with no change to the contract completion date of August 31, 2027, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 14, 2023, item #41A.

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	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	074-500585	Grants for Pub Asst and Relief	Multiple	\$261,015	\$0	\$261,015
2025	074-500589	Grants for Pub Asst and Relief	42307050	\$299,501	\$(15,742)	\$283,759
2026	074-500589	Grants for Pub Asst and Relief	42307050	\$299,501	\$(15,742)	\$283,759
2027	074-500589	Grants for Pub Asst and Relief	42307050	\$299,501	\$(15,742)	\$283,759
2028	074-500589	Grants for Pub Asst and Relief	42307050	\$38,486	\$0	\$38,486
			<b>Total</b>	<b>\$1,198,004</b>	<b>\$(47,226)</b>	<b>\$1,150,778</b>

**EXPLANATION**

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to continue to be identified as sole source. Federal regulations require all procurement efforts for these services to be directed by HUD through an annual

Continuum of Care competitive application process. The Department must contract with the vendor selected as a result of this HUD process.

The purpose of this request is to decrease the price limitation by \$47,226 due to a reduction in the amount of funding awarded by HUD during the Continuum of Care, Notice of Funding Opportunity Federal Fiscal Year 2023 award process, as detailed in the HUD grant agreement subsequently received by the Department.

This reduction comes at the voluntary surrender of funds by the Contractor due to their inability to fully expend the available grant funds, while still meeting their expected provision of services under this contract, year to year. The Department determined that the new lower price limitation will be sufficient to address anticipated service delivery needs.

A total of approximately 6 households will be served at any given time annually.

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

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

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

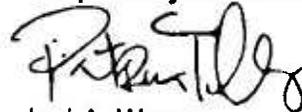
The Department will monitor services by reviewing annual reports provided by the Contractor and conducting annual reviews related to compliance with administrative rules and contractual agreements.

Should the Governor and Council not authorize this request, the contract price limitation will be inaccurate due to the decrease in available funding, resulting in potential unfunded financial liability to the Department.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number # 14.267, FAIN # NH0007L1T002316.

Respectfully submitted,



Lori A. Weaver  
Commissioner

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

This Amendment to the Continuum of Care contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Families in Transition ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 14, 2023, item #41A, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:  
\$1,150,778
2. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B, Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.
3. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C, Amendment #1, Payment Terms, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C-3, Budget, by replacing it in its entirety with Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C-5, Budget, by replacing it in its entirety with Exhibit C-5, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
6. Modify Exhibit C-7, Budget, by replacing it in its entirety with Exhibit C-7, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire  
Department of Health and Human Services

2/28/2025  
Date

DocuSigned by:  
*Katja S. Fox*  
Name: Katja S. Fox  
Title: Director

Families In Transition

2/27/2025  
Date

Signed by:  
*Maria Devlin*  
Name: Maria Devlin  
Title: President & CEO

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

OFFICE OF THE ATTORNEY GENERAL

3/5/2025

Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

**New Hampshire Department of Health and Human Services  
Continuum of Care FIT**

**EXHIBIT B, Amendment #1**

**Scope of Services**

**1. Statement of Work**

**1.1. Continuum of Care**

- 1.1.1. Permanent Supportive Housing (PSH) (Effective July 1, 2023, except Section 1.1.1.3.)
  - 1.1.1.1. The Contractor must provide PSH, which is long-term assistance for participants with a disability as defined by The U.S. Department of Housing and Urban Development (HUD). The Contractor must provide assistance to program participants until the participant(s) chooses to exit the project or is terminated from the project as determined by HUD regulations, 24 CFR 578.
  - 1.1.1.2. The Contractor must provide a Permanent Supportive Housing program (herein 9 Oddfellows Ave.), in this agreement, that is targeted to serve nine (9) individuals, youth, and/or families, utilizing six (6) housing units.
  - 1.1.1.3. The Contractor must provide a Permanent Supportive Housing program (herein Concord Community PSH), effective September 1, 2023 through October 31, 2024, in this agreement, that is targeted to serve 22 individuals, youth, and/or families, utilizing 16 housing units.
    - 1.1.1.3.1. The Contractor must provide leasing assistance in accordance with requirements of 24 CFR 578.49. The Contractor may use grant funds to provide housing or supportive services to participants experiencing homelessness for up to three years if the Contractor is leasing the structure, or portions thereof. The Contractor must not use grant funds to lease units or structures to participants if the Contractor owns the structure.
  - 1.1.1.4. The Contractor must provide supportive services designed to meet the needs of the program participants.
  - 1.1.1.5. The Contractor must ensure that program participants are not required to participate in supportive services as a condition of their housing.
  - 1.1.1.6. The Contractor must ensure PSH projects provide supportive services for participants that will ensure successful retention in or help in obtaining permanent housing, including all supportive services, regardless of funding.

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**EXHIBIT B, Amendment #1**

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- 1.1.1.7. The Contractor must assign a case manager to each participant upon program entry.
- 1.1.1.8. The Contractor must develop a housing stability plan with program participants that outlines the steps to be taken, including but not limited to:
  - 1.1.1.8.1. Increasing both earned and non-earned income;
  - 1.1.1.8.2. Ensuring that program participants receive individual assistance in obtaining the benefits of mainstream health, social, and employment programs for which they are eligible to apply and that meet their needs; and
  - 1.1.1.8.3. Maintaining permanent housing or facilitating exits to positive permanent housing destinations.
- 1.1.1.9. The Contractor must conduct an annual assessment of service needs of the program participants and adjust the services accordingly.
- 1.1.1.10. The Contractor must provide Violence Against Women (VAWA) eligible services, including using project funds to provide for emergency transfer facilitation, which includes the costs of assessing, coordinating, approving, denying, and implementing a survivor's emergency transfer, and to provide for VAWA confidentiality requirements, which include the costs of ensuring compliance with the VAWA confidentiality requirements, in accordance with Section III.B.4.a.(3)(a) of the FY2023 NOFO.

**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:

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- 1.2.7.1.1. Barriers to entering housing are not imposed beyond those required by federal regulations or state laws; and
- 1.2.7.1.2. Participation terminates only for the most severe reasons, after available options to maintain housing are exhausted, as detailed in HUD regulations, 24 CFR 578.91.
- 1.2.7.2. Development of an ongoing assessment of Housing and Supportive Services that is provided to participants in order to deliver assistance in obtaining necessary skills and resources to live in the community independently.
- 1.2.8. The Contractor must ensure participants connect with supportive services and community resources to meet basic needs including, but not limited to housing, safety, food, mental health and medical care. The Contractor must ensure:
  - 1.2.8.1. Participants increase safety through planning and trauma-informed resource provision;
  - 1.2.8.2. Facilitation of the transition of individuals, youth, and families experiencing homelessness to permanent housing and maximized self-sufficiency;
  - 1.2.8.3. Participants are empowered by Contractor's program to increase safety and regain control and independence;
  - 1.2.8.4. Participants are offered connections to assistance in applying for Compensation funds, help filing for restraining orders, court advocacy and referrals to free legal services; and
  - 1.2.8.5. Households with children will be connected to education resources, school staff, and childcare services, based on need.
- 1.2.9. The Contractor must conduct an annual assessment of service needs of the program participants and adjust the services accordingly.
- 1.2.10. The Contractor must ensure their staff assist with referrals for substance misuse, mental health, medical needs, peer support, or any other need for referral assistance identified by the participant.
- 1.2.11. The Contractor must assess project outcomes, to include participants moving into and retaining permanent housing, as well as participants' connections with community and mainstream services, to increase independence and household income to sustain permanent housing.
- 1.2.12. The Contractor must actively participate in reviews conducted by the Department, onsite or remotely, as determined by the Department or HUD, on an annual basis, or as otherwise requested by the Department, that must

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include, but are not limited to, participant files and financial data to ensure compliance with contract objectives, state policies and federal regulations. The Contractor must:

- 1.2.12.1. Ensure the Department and HUD have access to participant files;
- 1.2.12.2. Ensure financial data is available, as requested by the Department and/ or HUD; and
- 1.2.12.3. Provide other information that assists in determining contract compliance, as requested by the Department and/ or HUD.
- 1.2.13. Notwithstanding the confidentiality procedures established under 24 CFR Part 578.103(b), HUD, the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the (CoC) grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.
- 1.2.14. The Contractor must adhere to federal and state financial and confidentiality laws, and comply with the approved HUD CoC program application, program narratives, budget detail and narrative, and amendments thereto, as detailed in the applicable Notice of Funding Opportunity (NOFO) CoC Project Application approved by HUD.
- 1.2.15. The Contractor must cooperate fully with, and must answer all questions related to this Agreement from representatives of state or federal agencies who may conduct periodic observation and review of performance, activities, and conduct an inspection of records and documents.
- 1.2.16. The Contractor must provide services according to the HUD regulations outlined in Public Law 102-550, 24 CFR Part 578, the CoC Program, HUD Project Application #SF-424 and other written appropriate HUD policies/directives except for where HUD waivers are granted.
- 1.2.17. The Contractor must ensure participating individuals, youth, and families meet the requirement definition of homelessness, or at imminent risk of homelessness qualifications, as defined in HUD regulations, to be eligible for contract services, as applicable to the project.
- 1.2.18. Per The McKinney-Vento Homeless Assistance Act, as amended by S. 896, The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009,

<https://www.hudexchange.info/homelessness-assistance/hearth-act/>

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- 1.2.18.1. The Contractor must utilize the New Hampshire Homeless Management Information System (NH HMIS) as the primary reporting tool for outcomes and activities of shelter and housing programs funded through this contract.
- 1.2.18.2. The Contractor must ensure all programs are licensed to provide client level data into the NH HMIS or into a comparable database, per 24 CFR 578, and as detailed in the following publication from The National Network to End Domestic Violence (NNEDV):  
<https://www.hudexchange.info/resource/6305/hmis-comparable-database-manual/>
- 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:

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

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

<sup>initials</sup>  
MD

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- 1.2.20.2. Records of Annual Income. For each program participant who receives housing assistance where rent or an occupancy charge is paid by the program participant, the Contractor must keep the following documentation of annual income:
- 1.2.20.2.1. Income evaluation form specified by HUD and completed by the Contractor;
  - 1.2.20.2.2. Source documents, which include but are not limited to:
    - 1.2.20.2.2.1. Most recent wage statement;
    - 1.2.20.2.2.2. Unemployment compensation statement;
    - 1.2.20.2.2.3. Public benefits statement, and bank statements for the assets held by the program participant; and
    - 1.2.20.2.2.4. Income received before the date of the evaluation.
  - 1.2.20.2.3. To the extent that source documents are unobtainable, a written statement by a relevant third party, which may include an employer or a government benefits administrator, or the written certification by the Contractor's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or
  - 1.2.20.2.4. To the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the three (3) month period following the evaluation.
- 1.2.20.3. Program Participant Records. In addition to evidence of homelessness status or at-risk-of-homelessness status, as applicable, the Contractor must keep records for each program participant that document:
- 1.2.20.3.1. The services and assistance provided to that program participant, including evidence that the Contractor conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case

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management services as provided in 24 CFR 578.37(a)(1)(ii)(F); and

- 1.2.20.3.2. Where applicable, compliance with the termination of assistance requirement in 24 CFR 578.91.
- 1.2.20.4. Housing Standards. The Contractor must retain documentation of compliance with the housing standards in 24 CFR 578.75(b), including inspection reports.
- 1.2.20.5. Services Provided. The Contractor must document the types of supportive services provided under the Contractor's program and the amounts spent on those services. The Contractor must keep documentation that the records were reviewed at least annually and that the service package offered to program participants was adjusted as necessary.
- 1.2.21. The Contractor must maintain records that document compliance with:
  - 1.2.21.1. The organizational conflict-of-interest requirements in 24 CFR 578.95(c);
  - 1.2.21.2. The CoC board conflict-of-interest requirements in 24 CFR 578.95(b); and
  - 1.2.21.3. The other conflicts requirements in 24 CFR 578.95(d).
- 1.2.22. The Contractor must develop, implement and retain a copy of the personal conflict-of-interest policy that complies with the requirements in 24 CFR 578.95, including records supporting any exceptions to the personal conflict-of-interest prohibitions.
- 1.2.23. The Contractor must comply and retain documentation of compliance with:
  - 1.2.23.1. The homeless participation requirements in accordance with 24 CFR 578.75(g);
  - 1.2.23.2. The faith-based activities requirements in accordance with 24 CFR 578.87(b);
  - 1.2.23.3. Requirements of 24 CFR 578.93(c) for affirmatively furthering fair housing by maintaining copies of all marketing, outreach, and other materials used to inform eligible persons of the program;
  - 1.2.23.4. Other federal requirements in 24 CFR 578.99, as applicable;
  - 1.2.23.5. Other records specified by HUD. The Contractor must keep other records as specified by HUD; and
  - 1.2.23.6. Procurement requirements in 24 CFR 85.36 and 24 CFR part 84.
- 1.2.24. Confidentiality. In addition to meeting specific confidentiality and security requirements for HMIS data (76 FR 76917), the Contractor must develop and implement written procedures to ensure:

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- 1.2.24.1. All records containing protected identifying information of any participant who applies for and/or receives CoC assistance are kept secure and confidential;
- 1.2.24.2. The address or location of any family violence project, assisted with CoC funds, are not made public, except with written authorization of the person responsible for the operation of the project; and
- 1.2.24.3. The address or location of any housing of a program participant is not made public, except as provided under a preexisting privacy policy of the recipient or sub recipient and consistent with state and local laws regarding privacy and obligations of confidentiality.

**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.

**1.4. 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 fulfillment 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 I, Business Associate Agreement, 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 K, DHHS Information Security Requirements.

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

**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.

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**3.4. Operation of Facilities: Compliance with Laws and Regulations**

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

**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.

**4. Records**

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

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

- 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 4.1.3. 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.
- 4.2. 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.
- 4.3. 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.
- 4.4. 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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**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 by the US Department of Housing and Urban Development, Continuum of Care Program, Assistance Listing Number 14.267, on:
    - 1.1.1 March 28, 2023, FAIN #s NH0007L1T002215 and NH0060L1T002210; and
    - 1.1.2 March 27, 2024, FAIN # NH0007L1T002316.
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-8, Budget.
4. The Contractor must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor must ensure each invoice:
  - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [housingsupportsinvoices@dhhs.nh.gov](mailto: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 forty-five (45) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

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

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- 8.3. If Condition B or Condition C exists, the Contractor must submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.
- 8.5. If the Contractor is not subject to the audit requirements of 2.CFR part 200, the Contractor shall submit one (1) copy of an audited financial report to the Department, utilizing the guidelines set forth by the Comptroller General of the United States in "Standards for Audit of Governmental Organizations, Program Activities, and Functions," within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards 90 days after contract completion date.
9. Project Costs: Payment Schedule; Review by the State
- 9.1. Project Costs: As used in this Agreement, the term "Project Costs" means all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment, in accordance with Public Law 102-550, as well as allowable cost standards set forth in 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. All subcontractors shall meet the requirements of 2 CFR part 200.
- 9.2. Continuum of Care funds may be used to pay for eligible costs listed in 24 CFR 578 when used to establish and operate projects under five program components: permanent housing; transitional housing; supportive services only; HMIS; and, in some cases, homeless prevention or an identified program component under the applicable Notice of Funding Opportunity, such as the Joint Transitional Housing, and Permanent Housing-Rapid ReHousing component project. Administrative costs are eligible for all components. All components are subject to the restrictions on combining funds for certain eligible activities in a single project found in 24 CFR 578.87(c).
- 9.3. Match Funds:
- 9.3.1. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies described in 24 CFR 578.73.
- 9.3.2. Match funds shall be documented with each payment request.
- 9.3.3. The Contractor shall match all grant funds except for leasing funds, with no less than twenty-five (25) percent of funds or *in-kind* contributions from other sources.

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- 9.3.4. The Contractor may choose to utilize *Cash Match*, or *In-Kind Match*, for the cost of activities that are eligible under subpart D of 24 CFR 578. The Contractor shall:
- 9.3.4.1. The Contractor must substantiate the cash match in a commitment letter, and then must be tracked through the Contractor's financial statements, general ledgers, and other records that reflect yearly financial status to show that the cash was spent on eligible program expenses within the grant term.
- 9.3.5. The cash match written commitment must be documented on the committing agency's letterhead and must be signed and dated by an authorized representative of the agency providing the cash match. The documentation, at a minimum, must include the following:
- 9.3.5.1. Amount of cash to be provided for the project.
- 9.3.5.2. Specific date the cash will be available to the project.
- 9.3.5.3. Grant and fiscal year to which the cash match will be contributed.
- 9.3.5.4. Allowable activities to be funded by the cash match. Documentation of expended match must include:
- 9.3.5.4.1. Agreement for cash match.
- 9.3.5.4.2. Cash match tracking which is done according to general accounting principles in the general ledger.
- 9.3.5.4.3. Source documentation that cash match is spent on eligible activities under CoC Program interim rule.
- 9.3.6. The Contractor must maintain records of the source and use of contributions made to satisfy the match requirement in 24 CFR 578.73.
- 9.3.7. If the Contractor utilizes *In-Kind Match*, the Contractor must ensure the following requirements are met:
- 9.3.7.1. The *in-kind* property, equipment, or goods must be substantiated in a commitment letter and must be tracked by the subrecipient agency to demonstrate that these items were delivered to the project, and/or, to its participants, during the grant term.
- 9.3.7.2. Written commitments for *in-kind* property, equipment, or goods must be documented on the committing agency's letterhead and must be signed and dated by an authorized representative of the agency providing the *in-kind* match.

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The documentation, at a minimum, must include the following:

- 9.3.7.2.1. Description and value of the donated property, equipment, or goods;
- 9.3.7.2.2. Specific date the property, equipment, or goods will be made available to the project;
- 9.3.7.2.3. Grant and fiscal year to which the property, equipment, or goods will be contributed; and
- 9.3.7.2.4. Method used to determine the value of the property, equipment, or goods

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

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

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

9.3.9. Each MOU must:

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

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

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

9.3.9.4. Include the hourly cost of the services.

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

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

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- 9.3.10. During the grant term, the actual *in-kind* services provided to participants must be documented. The documentation must include the following:
  - 9.3.10.1. Quantity of services provided.
  - 9.3.10.2. Value of the services.
  - 9.3.10.3. Date(s) on which the services were provided.
- 9.3.11. Subrecipients must request information from third-party service providers on *in-kind* service match activity at least annually and are responsible for verifying that the match is eligible and related to program participants served in the operating year.
- 9.4. Payment of Project Costs:
  - 9.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line items as specified in the applicable Exhibit C, Budgets, 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.

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10. Expense Eligibility

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:

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- 10.3.3.1. Annual assessment of Service Needs. The costs of the assessment required by 578.53(a) (2).
- 10.3.3.2. Assistance with moving costs. Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company.
- 10.3.3.3. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs.
- 10.3.3.4. Child Care. The costs of establishing and operating child care, and providing child-care vouchers, for children from families experiencing homelessness, including providing meals and snacks, and comprehensive and coordinated developmental activities are eligible.
- 10.3.3.5. Education Services. The costs of improving knowledge and basic educational skills are eligible.
- 10.3.3.6. Employment assistance and job training. The costs of establishing and operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost.
- 10.3.3.7. Food. The cost of providing meals or groceries to program participants is eligible.
- 10.3.3.8. Housing search and counseling services. Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible.
- 10.3.3.9. Legal services. Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with homeless individual or family's ability to obtain and retain housing.
- 10.3.3.10. Life Skills training. The costs of teaching critical life management skills that may never have been learned or have been lost during course of physical or mental illness, domestic violence, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are the budgeting of resources

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and money management, household management, conflict management, shopping for food and other -needed items, nutrition, the use of public transportation, and parent training.

- 10.3.3.11. Mental Health Services. Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals. Component services are crisis interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.
- 10.3.3.12. Outpatient health services. Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals.
- 10.3.3.13. Outreach Services. The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.
- 10.3.3.14. Substance abuse treatment services. The costs of program participant intake and assessment, outpatient treatment, group and individual counseling, and drug testing are eligible. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible.
- 10.3.3.15. Transportation Services, as described in 24CFR 578(e) (15).
- 10.3.3.16. Utility Deposits. This form of assistance consists of paying for utility deposits. Utility deposits must be one-time, paid directly to utility companies.
- 10.3.3.17. Direct provision of services. If a service, described as eligible in these Payment Terms, is being directly delivered by the recipient or subrecipient, eligible costs for those services also include the following:
  - 10.3.3.17.1. The costs of labor or supplies, and materials incurred by the recipient or subrecipient in directly providing supportive services to program participants.
  - 10.3.3.17.2. The salary and benefit packages of the recipient and subrecipient staff who directly deliver the services.
- 10.3.4. Grant funds may be used for rental assistance for Individuals, youth, and families experiencing homelessness.

New Hampshire Department of Health and Human Services  
Continuum of Care FIT

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- 10.3.5. Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.
- 10.3.6. Rental assistance shall be administered in accordance with the policies and procedures established by the Continuum as set forth in 24 CFR 578.7(a) (9) and 24 CFR 578.51. and may be:
  - 10.3.6.1. Short term, up to 3 months of rent;
  - 10.3.6.2. Medium term, for 3-24 months; or
  - 10.3.6.3. Long-term, for longer than 24 months.
- 10.3.7. Grant funds may be used for security deposits in an amount not to exceed 2 months of rent.
- 10.3.8. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.
- 10.3.9. Rental assistance will only be provided for a unit if the rent is reasonable, as determined by the Contractor, in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit.
- 10.3.10. The Contractor may use grant funds in an amount not to exceed one month's rent to pay for any damage to housing due to the action of a program participant. For Leasing funds only: Property damages may be paid only from funds paid to the landlord from security deposits.
- 10.3.11. Housing shall be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.
- 10.3.12. The Contractor shall provide one of the following types of rental assistance: Tenant-based, Project-based, or Sponsor-based rental assistance as described by HUD in 24 CFR 578.51.
  - 10.3.12.1. Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. When necessary to facilitate the coordination of supportive services, recipients and subrecipients may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for the remainder of their period of participation. Short and medium-term rental assistance



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provided under the Rapid Re-Housing program component must be tenant based rental assistance.

- 10.3.12.2. Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor.
- 10.3.12.3. Project-based rental assistance is provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move.
- 10.3.12.4. For project-based, sponsor-based, or tenant-based rental assistance, program participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.

**10.4. Administrative Costs:**

**10.4.1. Eligible administrative costs include:**

- 10.4.1.1. The Contractor may use funding awarded under this part, for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 24 CFR 578.43 through 578.57, because those costs are eligible as part of those activities.
- 10.4.1.2. General management, oversight, and coordination. Costs of overall program management, coordination, monitoring and evaluation. These costs include, but are not limited to, necessary expenditures for the following:
  - 10.4.1.2.1. Salaries, wages, and related costs of the Contractor's staff, or other staff engaged in program administration.
  - 10.4.1.2.2. In charging costs to this category, the Contractor may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose



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job includes any program administration assignments. The Contractor may only use one of these methods for each fiscal year grant. Program administration assignments include the following:

- 10.4.1.2.2.1. Preparing program budgets and schedules, and amendments to those budgets and schedules.
- 10.4.1.2.2.2. Developing systems for assuring compliance with program requirements.
- 10.4.1.2.2.3. Developing interagency agreements and agreements with subrecipient and Contractors to carry out program activities.
- 10.4.1.2.2.4. Monitoring program activities for progress and compliance with program requirements.
- 10.4.1.2.2.5. Preparing reports and other documents related to the program for submission to HUD.
- 10.4.1.2.2.6. Coordinating the solution of audit and monitoring findings.
- 10.4.1.2.2.7. Preparing reports and other documents directly related to the program submission to HUD.
- 10.4.1.2.2.8. Evaluating program results against stated objectives.
- 10.4.1.2.2.9. Managing or supervising persons whose primary responsibilities are among those program administration assignments, as listed immediately above.
- 10.4.1.2.2.10. Travel costs incurred for official business in carrying out the program.
- 10.4.1.2.2.11. Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services.

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

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

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

10.5. Leasing:

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

10.5.2. Requirements:

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

10.5.2.2. Leasing individual units. When the grant funds are used to pay rent for individual housing units, the rent paid must 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.

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- 10.5.2.3. Utilities. If electricity, gas, and water are included in the rent, these utilities may be paid from leasing funds. If utilities are not provided by the landlord, these utility costs are operating costs, except for supportive service facilities. If the structure is being used as a supportive service facility, then these utility costs are a supportive service cost.
- 10.5.2.4. Security deposits and first and last month's rent. The Contractor may use grant funds to pay security deposits, in an amount not to exceed 2 months of actual rent. An advance payment of last month's rent may be provided to the landlord in addition to security deposit and payment of the first month's rent.
- 10.5.2.5. Occupancy agreements and subleases. Occupancy agreements and subleases are required as specified in 24 CFR 578.77(a).
- 10.5.2.6. Calculation of occupancy charges and rent. Occupancy charges and rent from program participants must be calculated as provided in 24 CFR 578.77.
- 10.5.2.7. Program income. Occupancy charges and rent collected from program participants are program income and may be used as provided under 24 CFR 578.97.
- 10.5.2.8. Transition. Refer to 24CFR 578.49(b)(8).
- 10.5.2.9. Rent paid may only reflect actual costs and must be reasonable in comparison to rents charged in the area for similar housing units. Documentation of rent reasonableness must be kept on file by the Contractor.
- 10.5.2.10. The portion of rent paid with grant funds may not exceed HUD-determined fair market rents.
- 10.5.2.11. The Contractor shall pay individual landlords directly; funds may not be given directly to participants to pay leasing costs.
- 10.5.2.12. Property damages may only be paid from money paid to the landlord for security deposits.
- 10.5.2.13. The Contractor cannot lease a building that it already owns to itself.
- 10.5.2.14. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.

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- 10.6. The Contractor may charge program participants rent and utilities (heat, hot water). However, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 578.77). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.
- 10.7. The Contractor shall have any staff charged in full or part to this contract, or counted as match, complete weekly or bi-weekly timesheets.
- 11. Contractor Financial Management System
  - 11.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures that ensure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
  - 11.2. The Contractor shall maintain a financial management system that complies with 2 CFR part 200 or such equivalent system as the State may require.

Exhibit C-3, Budget, Amendment #1

FIT - 9 Oddfellows Ave. (f.n.a. Concord  
 Permanent Housing Program)  
 CoC Funds - NH0007L1T002316

SFY2025 - 7/1/24-6/30/25									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 49,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,000	\$ -	\$ -
VAWA	\$ 1,343	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,343	\$ -	\$ -
Administration	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -
25% Required Match	\$ 13,836	\$ -	\$ -	\$ 13,836	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 66,679</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,836</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 52,843</b>	<b>\$ -</b>	<b>\$ -</b>

TOTAL - 7/1/24-6/30/25									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 49,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,000	\$ -	\$ -
VAWA	\$ 1,343	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,343	\$ -	\$ -
Administration	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -
25% Required Match	\$ 13,836	\$ -	\$ -	\$ 13,836	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 66,679</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,836</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 52,843</b>	<b>\$ -</b>	<b>\$ -</b>

Total W/O Match \$ 52,843

Exhibit C-5, Budget, Amendment #1

FIT - 9 Oddfellows Ave. (f.n.a. Concord  
 Permanent Housing Program)  
 CoC Funds - NH0007L1T002316

SFY2026 - 7/1/25-6/30/26									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 49,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,000	\$ -	\$ -
VAWA	\$ 1,343	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,343	\$ -	\$ -
Administration	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -
25% Required Match	\$ 13,836	\$ -	\$ -	\$ 13,836	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 66,679</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,836</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 52,843</b>	<b>\$ -</b>	<b>\$ -</b>

TOTAL 7/1/25-6/30/26									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 49,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,000	\$ -	\$ -
VAWA	\$ 1,343	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,343	\$ -	\$ -
Administration	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -
25% Required Match	\$ 13,836	\$ -	\$ -	\$ 13,836	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 66,679</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,836</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 52,843</b>	<b>\$ -</b>	<b>\$ -</b>

Total W/O Match \$ 52,843

Exhibit C-7, Budget, Amendment #1

FIT - 9 Oddfellows Ave. (f.n.a. Concord  
 Permanent Housing Program)  
 CoC Funds - NH0007L1T002316

SFY2027 - 7/1/26-6/30/27									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 49,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,000	\$ -	\$ -
VAWA	\$ 1,343	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,343	\$ -	\$ -
Administration	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -
25% Required Match	\$ 13,836	\$ -	\$ -	\$ 13,836	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 66,679</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,836</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 52,843</b>	<b>\$ -</b>	<b>\$ -</b>

TOTAL - 7/1/26-6/30/27									
Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 49,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,000	\$ -	\$ -
VAWA	\$ 1,343	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,343	\$ -	\$ -
Administration	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ -	\$ -
25% Required Match	\$ 13,836	\$ -	\$ -	\$ 13,836	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 66,679</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,836</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 52,843</b>	<b>\$ -</b>	<b>\$ -</b>

Total W/O Match \$ 52,843

# 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 FAMILIES IN TRANSITION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 13, 1994. 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: 207982

Certificate Number: 0007002142



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 15th day of January A.D. 2025.

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

David M. Scanlan,  
Secretary of State

### CERTIFICATE OF AUTHORITY

I, Steve Norton, 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 Families In Transition  
(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 February 18, 2025, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That Maria Devlin, President & CEO (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of Families In Transition 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: 3/3/2023

  
\_\_\_\_\_  
Signature of Elected Officer  
Name: Steve Norton  
Title: Board Chair





## **OUR MISSION**

The mission of Families in Transition is to prevent and break the cycle of homelessness.



**Families  
in Transition**

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

December 31, 2023

(With Comparative Totals for 2022)

With Independent Auditor's Report





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Families in Transition, Inc. and Subsidiaries

### Opinion

We have audited the accompanying consolidated financial statements of Families in Transition, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2023 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2023, and the changes in their consolidated net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles (U.S. GAAP).

### Basis for Opinion

We conducted our audit in accordance with U.S. generally accepted auditing standards (U.S. GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, the Organization adopted Financial Accounting Standards Board Accounting Standards Update No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, and related guidance, during the year ended December 31, 2023. Our opinion is not modified with respect to that matter.

### Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. GAAP, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

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

Board of Directors  
Families in Transition, Inc. and Subsidiaries  
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### **Auditor's Responsibilities for the Audit of the Consolidated Financial Statements**

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an 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 U.S. GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with U.S. GAAS, we:

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

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

### **Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The supplementary information, which consists of the consolidating statement of financial position as of December 31, 2023, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis of the consolidated financial statements, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements.

Board of Directors  
Families in Transition, Inc. and Subsidiaries  
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The supplementary information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling the supplementary information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. GAAS. In our opinion, the supplementary information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

#### **Report on Summarized Comparative Information**

We have previously audited the Organization's 2022 consolidated financial statements and, in our report dated April 18, 2023, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2022 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

*Berry Dawn McNeil & Parker, LLC*

Manchester, New Hampshire  
April 16, 2024

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidated Statement of Financial Position**

**December 31, 2023**

**(With Comparative Totals for December 31, 2022)**

	<u>2023</u>	<u>2022</u>
<b>ASSETS</b>		
Current assets		
Cash and cash equivalents	\$ 2,534,189	\$ 3,032,429
Accounts receivable	130,165	38,023
Grants and contributions receivable	517,258	377,189
Prepaid expenses	114,077	155,054
Other current assets	<u>59,889</u>	<u>60,395</u>
Total current assets	3,355,578	3,663,090
Replacement reserves	619,059	581,065
Reserve cash designated for properties	947,616	535,434
Investments	2,399,065	2,004,113
Investment in related entity	1,000	1,000
Property and equipment, net	32,219,547	34,057,824
Development in process	<u>400,162</u>	<u>46,458</u>
Total assets	<u>\$ 39,942,027</u>	<u>\$ 40,888,984</u>
<b>LIABILITIES AND NET ASSETS</b>		
Current liabilities		
Current portion of long-term debt	\$ 830,893	\$ 597,670
Accounts payable	216,159	184,700
Accrued expenses	312,928	251,625
Line of credit	-	175,000
Other current liabilities	<u>83,564</u>	<u>95,593</u>
Total current liabilities	1,443,544	1,304,588
Long-term debt, net	<u>15,115,758</u>	<u>15,929,654</u>
Total liabilities	<u>16,559,302</u>	<u>17,234,242</u>
Net assets		
Without donor restrictions	22,445,815	22,375,585
With donor restrictions	<u>936,910</u>	<u>1,279,157</u>
Total net assets	<u>23,382,725</u>	<u>23,654,742</u>
Total liabilities and net assets	<u>\$ 39,942,027</u>	<u>\$ 40,888,984</u>

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

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidated Statement of Activities**

**Year Ended December 31, 2023**

**(With Comparative Totals for the Year Ended December 31, 2022)**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2023 Total</u>	<u>2022 Total</u>
<b>Revenue and support</b>				
Federal, state and other grant support	\$ 4,522,699	\$ -	\$ 4,522,699	\$ 4,075,728
Employee retention tax credit (ERTC) revenue	870,880	-	870,880	-
Rental income, net of vacancies	3,067,844	-	3,067,844	2,655,665
Thrift store sales	679,347	-	679,347	647,498
Public support	1,904,740	778,718	2,683,458	2,808,811
Special events	428,660	-	428,660	413,610
Developer fees	-	-	-	95,661
Unrealized gain (loss) on investments	304,177	-	304,177	(400,444)
(Loss) gain on disposal of property and equipment	(4,257)	-	(4,257)	13,506
Interest income	53,438	-	53,438	5,845
In-kind donations	36,163	-	36,163	49,947
Forgiveness of debt	131,267	-	131,267	131,267
Medicaid reimbursements	367,428	-	367,428	445,262
Other income	158,466	-	158,466	296,912
Net assets released from restrictions	<u>1,120,965</u>	<u>(1,120,965)</u>	<u>-</u>	<u>-</u>
<b>Total revenue and support</b>	<u>13,641,817</u>	<u>(342,247)</u>	<u>13,299,570</u>	<u>11,239,268</u>
<b>Expenses</b>				
<b>Program activities</b>				
Housing	10,474,146	-	10,474,146	10,149,416
Thrift store	<u>464,407</u>	<u>-</u>	<u>464,407</u>	<u>539,327</u>
<b>Total program activities</b>	10,938,553	-	10,938,553	10,688,743
Fundraising	926,670	-	926,670	886,465
Management and general	<u>1,406,447</u>	<u>-</u>	<u>1,406,447</u>	<u>1,348,001</u>
<b>Total expenses</b>	<u>13,271,670</u>	<u>-</u>	<u>13,271,670</u>	<u>12,923,209</u>
<b>Change in net assets from operations</b>	370,147	(342,247)	27,900	(1,683,941)
Partnership distributions	-	-	-	(752)
Transfer of net assets to non-related entity	<u>(299,917)</u>	<u>-</u>	<u>(299,917)</u>	<u>-</u>
<b>Change in net assets</b>	70,230	(342,247)	(272,017)	(1,684,693)
<b>Net assets, beginning of year</b>	<u>22,375,585</u>	<u>1,279,157</u>	<u>23,654,742</u>	<u>25,339,435</u>
<b>Net assets, end of year</b>	<u>\$ 22,445,815</u>	<u>\$ 936,910</u>	<u>\$ 23,382,725</u>	<u>\$ 23,654,742</u>

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

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Consolidated Statement of Functional Expenses

**Year Ended December 31, 2023**  
**(With Comparative Totals for the Year Ended December 31, 2022)**

	Program Activities			Management and General	2023 Total	2022 Total
	Housing	Thrift Store	Fundraising			
Salaries and benefits						
Salaries and wages	\$ 4,552,732	\$ 313,778	\$ 455,273	\$ 682,910	\$ 6,004,693	\$ 6,088,999
Employee benefits	435,674	17,481	43,568	65,351	562,074	544,482
Payroll taxes	346,358	23,933	34,636	51,954	456,881	484,208
Total salaries and benefits	5,334,764	355,192	533,477	800,215	7,023,648	7,117,689
Other expenses						
Advertising	10,129	15,623	998	1,497	28,247	26,161
Bad debts	57,816	-	-	-	57,816	28,184
Bank charges	13,851	11,292	1,338	2,007	28,488	23,978
Condominium association fees	18,859	-	-	-	18,859	16,200
Consultants	281,391	5,176	20,273	30,410	337,250	169,754
COVID expenses	-	-	-	-	-	7,949
Depreciation	1,209,177	3,015	120,681	181,022	1,513,895	1,492,706
Events	78,766	-	-	-	78,766	90,936
Food	151,089	-	-	-	151,089	145,684
Insurance	196,115	2,393	17,395	26,092	241,995	235,088
Interest expense	161,818	-	25,771	38,656	226,245	215,560
Management fees	-	-	-	-	-	(360)
Meals and entertainment	4,196	45	417	625	5,283	3,919
Membership dues	87,034	1,076	8,628	12,943	109,681	120,692
Office supplies	107,368	10,022	10,659	15,988	144,037	126,729
Participant expenses	147,451	87	-	-	147,538	80,441
Postage	5,377	-	538	807	6,722	6,423
Printing	39,473	88	3,947	5,921	49,429	32,372
Professional fees	161,928	-	15,822	23,734	201,484	232,685
Rental subsidies	163,605	-	-	-	163,605	176,911
Repairs and maintenance	792,978	20,546	75,080	112,619	1,001,223	866,946
Staff development	20,199	-	1,916	2,874	24,989	12,937
Taxes	388,859	1,500	-	-	390,359	340,212
Technology support	93,104	-	9,245	13,867	116,216	128,180
Telephone	125,784	1,377	12,360	18,541	158,062	147,719
Travel	20,178	-	2,017	3,026	25,221	31,025
Utilities	682,273	15,479	66,108	99,163	863,023	882,143
Workers' compensation	120,564	21,496	-	16,440	158,500	164,346
Total expenses	\$ 10,474,146	\$ 464,407	\$ 926,670	\$ 1,406,447	\$ 13,271,670	\$ 12,923,209

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

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidated Statement of Cash Flows**

**Year Ended December 31, 2023**

**(With Comparative Totals for the Year Ended December 31, 2022)**

	<u>2023</u>	<u>2022</u>
Cash flows from operating activities		
Change in net assets	\$ (272,017)	\$ (1,684,693)
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	1,527,239	1,506,050
Forgiveness of debt	(131,267)	(131,267)
Unrealized (gain) loss on investments	(304,177)	400,444
Transfer of net assets to non-related entity, net of cash and restricted cash of \$86,168	213,749	-
Loss (gain) on disposal of property and equipment	4,257	(13,506)
Change in operating assets and liabilities:		
Accounts receivable	(92,361)	16,439
Grants and contributions receivable	(140,069)	402,282
Prepaid expenses	40,977	(6,749)
Other current assets	(314)	(8,341)
Accounts payable	1,741	(16,796)
Accrued expenses	61,303	(15,734)
Other current liabilities	(11,209)	15,067
Net cash provided by operating activities	<u>897,852</u>	<u>463,196</u>
Cash flows from investing activities		
(Purchases of) withdrawal from investments	(90,775)	300,019
Investment in development in process	(353,704)	(1,528,079)
Proceeds from disposal of assets	-	39,578
Acquisition of property and equipment	(79,835)	(449,887)
Net cash used by investing activities	<u>(524,314)</u>	<u>(1,638,369)</u>
Cash flows from financing activities		
Proceeds from long-term debt	-	1,791,621
Payments on long-term debt	(421,602)	(331,970)
Net cash (used) provided by financing activities	<u>(421,602)</u>	<u>1,459,651</u>
Net (decrease) increase in cash and restricted cash	(48,064)	284,478
Cash and restricted cash, beginning of year	<u>4,148,928</u>	<u>3,864,450</u>
Cash and restricted cash, end of year	<u>\$ 4,100,864</u>	<u>\$ 4,148,928</u>
Composition of cash, cash equivalents and restricted cash, end of year:		
Cash and cash equivalents	\$ 2,534,189	\$ 3,032,429
Replacement reserves	619,059	581,065
Reserve cash designated for properties	<u>947,616</u>	<u>535,434</u>
	<u>\$ 4,100,864</u>	<u>\$ 4,148,928</u>
Supplemental disclosures:		
Acquisition of property and equipment and development in process through accounts payable	<u>\$ 63,046</u>	<u>\$ -</u>
Property and equipment transferred from development in process	<u>\$ -</u>	<u>\$ 1,800,080</u>
Interest paid	<u>\$ 212,901</u>	<u>\$ 202,216</u>

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

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2023

(With Comparative Totals for December 31, 2022)

#### Organization

Families in Transition, Inc. (FIT), an incorporated New Hampshire nonprofit, provides hunger relief, emergency shelter, safe affordable housing and support services to individuals and families who are homeless or in need in the State of New Hampshire. The programs and services offered provide positive outcomes through the incorporation of evidence based models and practices to meet identified needs and goals of those they serve and provide an integrated system of care to prevent homelessness when possible and rapidly rehouse those who become homeless, including both the chronically homeless and families with children.

FIT directly owns and operates housing programs in facilities located on Amherst Street, Spruce Street, Lake Avenue, and Douglas Street in Manchester, New Hampshire. FIT also owns and operates emergency shelters for homeless individuals in facilities located on Manchester Street and Lake Avenue in Manchester, New Hampshire. FIT also operates a food pantry located on Lake Avenue in Manchester, New Hampshire.

During 2022, Family Willows Limited Partnership (Family Willows), reached the end of its initial 15-year low-income housing tax credit compliance period. As a result, effective October 31, 2022, BCCC, Inc. and BF Garden Midway Tax Credit Fund I withdrew from Family Willows and transferred their ownership interest to Housing Benefits, Inc. (Housing Benefits), a non-profit Community Development Housing Organization, located in Manchester, New Hampshire. During 2023, Big Shady Tree, Inc., the general partner of Family Willows transferred its ownership interest in Family Willows to Housing Benefits. As a result, all assets and liabilities of Family Willows has been assumed by Housing Benefits, dissolving Family Willows as a limited partnership.

During 2021, Family Bridge Limited Partnership (Family Bridge), reached the end of its initial 15-year low-income housing tax credit compliance period. As a result, effective August 31, 2021, BCCC, Inc. and Boston Financial Corporate Tax Credit Fund XXII withdrew from Family Bridge and transferred their ownership interest to Housing Benefits. In January 2022, Second Street Family Mill, Inc., the general partner, transferred its ownership interest in Family Bridge to Housing Benefits. As a result, all assets and liabilities of Family Bridge had been assumed by Housing Benefits, dissolving Family Bridge as a limited partnership.

Housing Benefits was created to identify and develop new housing units and refurbish existing units to meet the persistent need of combating homelessness. Completed housing units are located on Concord Street, School & Third Street, Lowell Street, Belmont Street, Market Street, Spruce Street, South Beech Street, Second Street and Hayward Street, in Manchester, New Hampshire as well as additional housing facilities located on Central Avenue in Dover, New Hampshire (Dover), Bicentennial Square in Concord, New Hampshire and an emergency shelter located in Wolfeboro, New Hampshire. During 2022, Housing Benefits finished the redevelopment of an 11-unit property providing permanent, supportive housing for those experiencing homelessness located on Union Street in Manchester, New Hampshire. Effective December 14, 2023, Housing Benefits transferred all of the assets, liabilities and operations of its Dover Housing Program to Community Action Partnership of Strafford County, a non-related entity.

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2023

(With Comparative Totals for December 31, 2022)

HB-AH, LLC (HB-AH) was legally formed as a limited liability company organized under the laws of the State of New Hampshire, which is treated as a disregarded entity for income tax purposes. HB-AH's purpose is to acquire, own, rent, operate and manage 23 residential apartments located in Manchester, New Hampshire. HB-AH is to operate exclusively to further the charitable purpose of Housing Benefits, HB-AH's sole member.

FIT also owns 100% of Family Outfitters, LLC (Outfitters), a limited liability corporation. Outfitters operates an independent thrift store in Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for FIT.

FIT was the sole member of The New Hampshire Coalition to End Homelessness (NHCEH), a statewide entity, whose mission is to "eliminate the causes for homelessness through research, education and advocacy." During 2023, NHCEH operations legally separated from FIT. As a result, the operations of NHCEH are no longer included in the consolidated financial statements.

Wilson Street Condominium Association (WSCA) was established for the purpose of maintaining and preserving a five-unit property located on Wilson Street in Manchester, New Hampshire. FIT is the majority owner of the Association.

#### 1. Summary of Significant Accounting Policies

##### Principles of Consolidation

The 2023 consolidated financial statements include the net assets of FIT, Housing Benefits, HB-AH, Outfitters, and WSCA (collectively referred to as the Organization). All significant inter-entity balances and transactions are eliminated in the accompanying 2023 consolidated financial statements.

The 2022 consolidated financial statements include the net assets of FIT, Family Willows, Family Bridge, Housing Benefits, HB-AH, Outfitters, NHCEH and WSCA (collectively referred to as the Organization). All significant inter-entity balances and transactions are eliminated in the accompanying 2022 consolidated financial statements.

##### Recently Adopted Accounting Principle

The Financial Accounting Standards Board issued Accounting Standards Update No. 2016-16, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, and related guidance as amended, which replaces the incurred loss methodology with an expected loss methodology that is referred to as the current expected credit loss (CECL) methodology. The measurement of expected credit losses under the CECL methodology is applicable to financial assets measured at amortized cost, including loan receivables and held-to-maturity debt securities. It also applies to off-balance sheet credit exposures not accounted for as insurance (loan commitments, standby letters of credit, financial guarantees, and other similar instruments) and net investments in leases recognized by a lessor in accordance with Topic 842 on leases. In addition, Topic 326 made change to the accounting for available-for-sale debt securities.

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2023

(With Comparative Totals for December 31, 2022)

One such change is to require credit losses to be presented as an allowance rather than as a write-down on available-for-sale debt securities management does not intend to sell or believes that it is more likely than not they will be required to sell. The adoption of Topic 326 during the year ended December 31, 2023 did not have a material impact on the consolidated financial statements of the Organization since there are no financial assets that are measured at amortized cost.

#### Comparative Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classifications. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2022 consolidated financial statements, from which the summarized information was derived.

#### Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

#### Basis of Presentation

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

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

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

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2023

(With Comparative Totals for December 31, 2022)

All contributions are considered to be available for general use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as support with donor restrictions that increases net assets with donor restrictions. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

The Organization reports contributions of property or equipment as support without donor restrictions, unless a donor places explicit restriction on its use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as support with donor restrictions and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

#### Cash and Cash Equivalents

The Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk on these accounts.

Reserves are those deposits of cash and cash equivalents not generally available for operating costs, but restricted to particular uses including operating and replacement reserves for rental properties as well as certain other social services and programs.

#### Property and Equipment

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation, less accumulated depreciation. The Organization's capitalization policy requires the capitalization of capital expenditures greater than \$1,000, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated. Following is a summary of estimated useful lives by asset category:

Land improvements	20 years
Buildings and improvements	3 - 40 years
Furniture and fixtures	3 - 10 years
Equipment	3 - 10 years
Vehicles	5 years

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2023

(With Comparative Totals for December 31, 2022)

#### Rental Income

Rental revenue is recognized pro rata over each tenant's period of occupancy. A contract is entered into with a tenant and covers a period of 12 months. All rents are collected at the beginning of each month. A tenant has an option to cancel a lease at any time with a minimum of 30 days' notice, at which time the Organization will prorate the final rent payment through a tenant's expected move-out date.

When a contract is entered into with a tenant, the Organization collects a security deposit. The security deposits are maintained in separate cash accounts and a corresponding liability is recognized. Upon termination of a tenant's contract, the Organization assesses the condition of the unit being vacated. If it is determined a unit is vacated in a condition equivalent to when the tenant occupied the unit, the security deposit is refunded to the tenant. If a unit is determined to be vacated in a condition less than equivalent to when the tenant occupied the unit, the security deposit is retained and recognized as revenue.

#### Volunteer Services

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2023 and 2022 was approximately \$380,000 and \$450,000, respectively.

#### Functional Expense Allocation

The consolidated financial statements report certain categories of expenses that are attributable to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses allocated include salaries and benefits, depreciation and amortization, office and other expenses, which are allocated based on direct payroll hours by functional cost centers.

#### Change in Net Assets from Operations

The consolidated statements of activities include a measure of change in net assets from operations. Changes in net assets, which are excluded from change in net assets from operations, include partnership distributions and transfer of net assets to a non-related entity.

#### Income Taxes

FIT and Housing Benefits are tax-exempt Section 170(b)(1)(A)(vi) public charities as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and are exempt from income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these consolidated financial statements.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2023**

**(With Comparative Totals for December 31, 2022)**

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its consolidated financial statements for the impact thereof. As of December 31, 2023 and 2022, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

HB-AH and Outfitters are limited liability companies and any taxable income or losses are passed through to the individual members of HB-AH and Outfitters. Any income tax expenses is immaterial to the consolidated financial statements of the Organization.

WSCA is not exempt from income taxes; however, the Code categorizes any profits realized by the Association from its member activities as reductions of members' contributions towards the operation of the condominium property and not as taxable income of WSCA or its members. Accordingly, no provision for income taxes has been made in these consolidated financial statements.

**Subsequent Events**

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through April 16, 2024, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

**2. Availability and Liquidity of Financial Assets**

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses, scheduled principal payments on long-term debt, and capital acquisitions not funded through replacement reserves or financed with debt, were as follows:

	<u>2023</u>	<u>2022</u>
Financial assets:		
Cash and cash equivalents	\$ 2,534,189	\$ 3,032,429
Accounts receivable	130,165	38,023
Grants and contributions receivable	517,258	377,189
Investments	<u>2,399,065</u>	<u>2,004,113</u>
Total financial assets	5,580,677	5,451,754
Donor-imposed restrictions:		
Restricted funds	<u>(936,910)</u>	<u>(1,279,157)</u>
Financial assets available at year-end for current use	<u>\$ 4,643,767</u>	<u>\$ 4,172,597</u>

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2023

(With Comparative Totals for December 31, 2022)

The Organization also has a line of credit available to meet short-term needs, as described in Note 6.

The Organization has replacement reserves and cash reserves designated for properties as part of its debt financing with New Hampshire Housing Finance Authority (NHHFA) which are only available when approved by NHHFA. As a result, these replacement reserves and cash reserves designated for properties are not considered available for general expenditure within the next year and are not reflected in the amount above. The goal for the Organization is to maintain a balanced budget while meeting the requirements of the various financing authorities.

### 3. Investments and Fair Value Measurement

The Organization reports investments in the consolidated statement of financial position at fair value with any realized or unrealized gains and losses reported in the consolidated statement of activities. Investments are exposed to various risks, including interest rate, market volatility and credit risks.

U.S. GAAP establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Fair value hierarchy requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of inputs used to measure fair value are:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data. At December 31, 2023 and 2022, the Organization did not have any Level 2 investments.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability. At December 31, 2023 and 2022, the Organization did not have any Level 3 investments.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2023**

**(With Comparative Totals for December 31, 2022)**

Investments measured at fair value on a recurring basis are summarized below:

	<u>Level 1</u>	
	<u>2023</u>	<u>2022</u>
Cash and cash equivalents	\$ 150,562	\$ 21,007
Mutual funds	967,371	903,628
Equity securities	<u>1,281,132</u>	<u>1,079,478</u>
	<u>\$ 2,399,065</u>	<u>\$ 2,004,113</u>

**4. Property and Equipment**

Property and equipment consisted of the following:

	<u>2023</u>	<u>2022</u>
Land	\$ 3,664,378	\$ 3,764,378
Land improvements	818,866	817,701
Buildings and improvements	43,035,515	43,500,424
Furniture and fixtures	1,201,211	1,199,743
Equipment	810,022	776,553
Vehicles	<u>188,073</u>	<u>201,515</u>
	<u>49,718,065</u>	<u>50,260,314</u>
Less: accumulated depreciation	<u>17,498,518</u>	<u>16,202,490</u>
Property and equipment, net	<u>\$32,219,547</u>	<u>\$34,057,824</u>

At December 31, 2023 and 2022, the Organization held \$38,582,647 and \$39,182,292, respectively, of land, land improvements, and buildings and improvements for the purpose of leasing to individuals. Accumulated depreciation on the land improvements, buildings and improvements at December 31, 2023 and 2022 was \$13,023,436 and \$12,138,461, respectively.

**5. Development in Process**

At December 31, 2023 and 2022, development in process consisted of various projects in process related to several properties owned by the Organization.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2023**

**(With Comparative Totals for December 31, 2022)**

**6. Line of Credit**

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of \$550,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4%. At December 31, 2023, the interest rate is 8.5%. During 2022, the Organization utilized the line of credit to fund operations. At December 31, 2022, the Organization owed \$175,000 on the line of credit. This balance was paid off during 2023. There was no outstanding balance as of December 31, 2023.

**7. Long-Term Debt**

Long-term debt consisted of the following:

	<u>2023</u>	<u>2022</u>
A mortgage loan payable to NHHFA in monthly payments of \$680, including interest at 1% and an escrow of \$289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	\$ 35,048	\$ 39,774
A note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	163,283	163,283
A mortgage loan payable to St. Mary's Bank in monthly payments of \$883, including interest at 5% for five years. After five years, the interest rate adjusts to match the then current Federal Home Loan Bank of Boston 5-year, 20-year amortizing rate plus 2.50%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in May 2034.	86,341	91,965
A mortgage loan payable to TD Bank, N.A. in monthly payments of \$1,123, including interest at 4.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan paid in full in November 2023.	-	11,315
A mortgage loan payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.	157,633	173,259

## FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

### Notes to Consolidated Financial Statements

December 31, 2023

(With Comparative Totals for December 31, 2022)

A mortgage note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.	<b>106,034</b>	113,337
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2034. This note is nonrecourse.	<b>84,175</b>	84,175
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the \$84,456 note payable.	<b>336,955</b>	336,955
A noninterest bearing note payable by Housing Benefits to Merrimack County, collateralized by Bicentennial property and various financing instruments. The note is due and payable in full in May 2033.	<b>260,000</b>	260,000
A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Millyard II property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This note is nonrecourse.	<b>436,858</b>	436,958
A mortgage note payable by Housing Benefits to NHHFA, collateralized by Millyard II property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.	<b>150,217</b>	164,403
A note payable by Housing Benefits to the City of Manchester, New Hampshire, collateralized by Millyard II property and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow, as defined. In any year where the Debt Coverage Ratio, as defined, exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is nonrecourse.	<b>226,725</b>	226,725

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2023**

**(With Comparative Totals for December 31, 2022)**

<p>A noninterest bearing note payable by Housing Benefits to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by Millyard II property. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.</p>	<b>250,000</b>	250,000
<p>A mortgage note payable by Housing Benefits to the City of Manchester Community Improvement Program, collateralized by Millyard Families I real estate. The note is noninterest bearing and is due and payable in January 2027.</p>	<b>230,000</b>	230,000
<p>A mortgage note payable by Housing Benefits to NHHFA, collateralized by Family Bridge real estate. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.</p>	<b>850,000</b>	850,000
<p>A promissory note payable by Housing Benefits to TD Bank, N.A., collateralized by Family Bridge real estate. Monthly payments of \$3,019 include principal and interest at 4.33%. The note is payable in full in November 27, 2023 and is guaranteed by FIT.</p>	<b>338,109</b>	358,439
<p>A promissory note payable by Housing Benefits to the City of Manchester, New Hampshire. The note is noninterest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by Family Bridge real estate and is nonrecourse.</p>	<b>600,000</b>	600,000
<p>A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.</p>	<b>471,970</b>	470,664
<p>A note payable by Housing Benefits to the City of Manchester, New Hampshire. The note is noninterest bearing and has an annual payment of \$9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by Family Willows real estate and is nonrecourse.</p>	<b>54,544</b>	54,544
<p>A note payable by Housing Benefits to RBS Citizens Bank, collateralized by Family Willows real estate. Monthly payments of \$1,922 include principal and interest at 6%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT.</p>	<b>192,309</b>	206,739

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2023**

**(With Comparative Totals for December 31, 2022)**

<p>A second mortgage note payable by Housing Benefits to NHCLF, collateralized by School &amp; Third Street real estate and personal property. The note bears no interest and monthly payments of \$2,775 commenced on April 15, 2021 and continue until maturity in October 2039.</p>	<b>526,083</b>	559,366
<p>A mortgage note payable by Housing Benefits to NHHFA, collateralized by Belmont Street real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.</p>	<b>395,940</b>	395,940
<p>A mortgage note payable from Housing Benefits to NHHFA, collateralized by Lowell Street real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.</p>	<b>34,628</b>	34,628
<p>A second, noninterest bearing, mortgage note payable from Housing Benefits to the City of Manchester, New Hampshire, collateralized by Lowell Street real estate. Annual payments equal to the greater of 25% of net cash flow, as defined, or \$4,000 commenced in October 2012 and continue until the maturity date in June 2041.</p>	<b>148,022</b>	148,022
<p>A noninterest bearing promissory note payable from Housing Benefits to NHHFA collateralized by a mortgage and security agreement on Lowell Street real estate. The note is to be forgiven 1/15th annually over the low-income housing tax credit compliance period which ends in 2026, subject to compliance with certain requirements. During 2023 and 2022, \$131,267 was recognized as revenue and support in the consolidated statements of activities.</p>	<b>328,261</b>	459,528
<p>A mortgage note payable from Housing Benefits to NHHFA, collateralized by Dover real estate and personal property. The mortgage note payable was transferred to Community Action Partnerships of Strafford County during 2023.</p>	-	216,148

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2023**

**(With Comparative Totals for December 31, 2022)**

<p>A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due annually by October 1. The note is due in full by October 1, 2045.</p>	<b>557,808</b>	557,808
<p>A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of \$2,137 include principal and interest at 4.35%. The note is due in full by April 2024.</p>	<b>343,677</b>	353,917
<p>A vehicle loan payable in monthly payments of \$472, including interest at 4.25%. The loan is due in March 2025 and is collateralized by the related vehicle.</p>	<b>6,875</b>	13,549
<p>A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2045.</p>	<b>750,000</b>	750,000
<p>A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of \$991 include principal and interest at 3.015%. The note is due in full by October 2025.</p>	<b>153,623</b>	160,755
<p>A mortgage note payable to Peoples United Bank, collateralized by Hope House. Monthly payments of \$2,283 include principal and interest at 4.94%. The note is due in full by January 2027.</p>	<b>336,976</b>	345,769
<p>A construction loan payable to Franklin Savings Bank, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. Housing Benefits has the ability to draw up to \$825,000 on the promissory note. Monthly payments including principal, interest and escrow of \$6,854 are due over a 30 year period starting September 2018 at 4.90% interest.</p>	<b>646,999</b>	662,941

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2023**

**(With Comparative Totals for December 31, 2022)**

<p>A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. The note has a borrowing limit of \$720,000. Annual payments are due in amounts equal to 25% of surplus cash. The loan is due in full by November 1, 2047.</p>	<p><b>711,845</b></p>	<p><b>711,845</b></p>
<p>A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 267 Wilson Street, 2nd Floor. The note has a borrowing limit of \$1,655,323. As costs are incurred, Housing Benefits is to be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due by October 1 commencing October 1, 2019. The note is due in full by October 1, 2047.</p>	<p><b>1,443,182</b></p>	<p><b>1,443,182</b></p>
<p>A noninterest bearing mortgage note payable to the City of Manchester, collateralized by real estate located at 267 Wilson Street, 3rd Floor. The note is funded by the City of Manchester's Community Improvement Program and the City of Manchester's Affordable Housing Trust Funds. The note has a borrowing limit of \$531,252. As costs are incurred, Housing Benefits is to be reimbursed by the City of Manchester. Annual payments in the amount of 25% of net cash flow, as defined, are due by October 1 commencing October 1, 2019. The note is due in full by December 1, 2047.</p>	<p><b>518,097</b></p>	<p><b>518,097</b></p>
<p>A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located in Wolfeboro, New Hampshire. The note has a borrowing limit of \$780,000. Annual payments in amounts equal to 25% of surplus cash. The loan is due in full by December 1, 2047.</p>	<p><b>750,000</b></p>	<p><b>780,000</b></p>
<p>A mortgage note payable to NHHFA and is collateralized by the real estate and personal property of HB-AH on Concord Street in Manchester, New Hampshire. The mortgage is insured by the U.S Department of Housing and Urban Development through the Housing Finance Agency Risk Sharing Program authorized by Section 542(c) of the Housing and Community Development Act of 1992. Monthly payments of \$6,745 are due for principal and interest at 4.2%. All remaining principal is due on May 1, 2059.</p>	<p><b>1,487,658</b></p>	<p><b>1,508,769</b></p>

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2023**

**(With Comparative Totals for December 31, 2022)**

<p>A mortgage note is payable to the City of Manchester, and is collateralized by 434 Union Street real estate. The non-interest bearing mortgage note is payable in full in October 2052. Annual payments are required in an amount equal to 25% of initial surplus cash.</p>	<p><b>577,908</b></p>	<p>577,908</p>
<p>A mortgage note is payable to the NHHFA, funded through the Affordable Housing Fund (AHF), and is collateralized by 434 Union Street real estate. The non-interest bearing mortgage note is payable in full in August 2051. Annual payments are required in an amount equal to 50% of initial surplus cash.</p>	<p><b>120,907</b></p>	<p>140,000</p>
<p>A second mortgage note is payable to the NHHFA, funded through the Housing Trust Fund, and is collateralized by 434 Union Street real estate. The non-interest bearing mortgage note is payable in full in August 2061. Annual payments are required in an amount equal to 50% of remaining surplus cash after expected payments are determined to the City of Manchester and NHHFA AHF mortgage note payable.</p>	<p><u><b>1,134,188</b></u></p>	<p><u>1,134,188</u></p>
	<p><b>16,002,878</b></p>	<p>16,594,895</p>
Less current portion	<p><b>830,893</b></p>	<p>597,670</p>
Less unamortized deferred costs	<p><u><b>56,227</b></u></p>	<p><u>67,571</u></p>
	<p><u><b>\$15,115,758</b></u></p>	<p><u>\$15,929,654</u></p>

Surplus cash for the purposes of these disclosures is as defined in the respective loan agreements.

Principal maturities of long-term debt over the next five years and thereafter are as follows:

2024	\$ 830,893
2025	324,144
2026	183,150
2027	708,755
2028	410,522
Thereafter	<u>13,545,414</u>
	<u><b>\$ 16,002,878</b></u>

Interest expense charged to operations, including amortization of deferred costs of \$13,344, was \$226,245 and \$215,560 in 2023 and 2022, respectively.

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2023**

**(With Comparative Totals for December 31, 2022)**

**8. Net Assets**

At December 31, 2023 and 2022, net assets without donor restrictions are fully available to support operations of the Organization.

Net assets with donor restrictions were as follows:

	<u>2023</u>	<u>2022</u>
Investments to be maintained in perpetuity, income is to support general operations	\$ <u>25,000</u>	\$ <u>25,000</u>
Funds maintained with donor restrictions temporary in nature:		
The Family Place	31,424	49,353
Scholarships	19,164	24,164
Housing programs	216,316	283,000
Direct care for clients	256,431	328,864
Hope House	<u>388,575</u>	<u>568,776</u>
Total funds maintained with donor restrictions temporary in nature	<u>911,910</u>	<u>1,254,157</u>
Total net assets with donor restrictions	<u>\$ 936,910</u>	<u>\$ 1,279,157</u>

Net assets released from net assets with donor restrictions were as follows:

	<u>2023</u>	<u>2022</u>
Satisfaction of purpose restrictions:		
Operating releases		
The Family Place	\$ 92,280	\$ 3,905
Scholarships	5,000	2,500
Housing programs	287,046	92,805
Direct care for clients	282,269	349,115
Hope House	<u>454,370</u>	<u>439,965</u>
Total	<u>\$ 1,120,965</u>	<u>\$ 888,290</u>

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Notes to Consolidated Financial Statements**

**December 31, 2023**

**(With Comparative Totals for December 31, 2022)**

**9. Retirement Plan**

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization paused matching contributions during the year ended December 31, 2023. The Organization contributed \$70,786 during the year ended December 31, 2022.

**10. Pandemic Relief Funding**

On March 11, 2020, the World Health Organization declared the coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of the global pandemic, COVID-19, by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings.

The ERTC is a refundable tax credit against certain employment taxes up to \$10,000 per employee for eligible employees. For 2020, the tax credit is equal to 50% of qualified wages paid to employees during the calendar year, capped at \$10,000 of qualified wages per employee. Additional relief provisions were passed by the U.S. government, which extended and expanded the qualified wage caps on these credits through September 30, 2021. Based on these additional provisions, the tax credit was increased to 70% of qualified wages paid to employees during each quarter, and the limit on qualified wages per employee increased to \$10,000 of qualified wages per calendar quarter.

In February 2023, the Organization applied for the ERTC for employment taxes paid during the third quarter of 2021. During 2023, the Organization received the full ERTC applied for in the amount of \$870,880 which is included in ERTC revenue in the consolidated statement of activities for the year ended December 31, 2023. The ERTC received could be subject to audit for up to five years from the date of the amended filing.

**SUPPLEMENTARY INFORMATION**

**FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES**

**Consolidating Statement of Financial Position**

**December 31, 2023**

**ASSETS**

	<u>FIT - Operating</u>	<u>Housing Benefits</u>	<u>Outfitters</u>	<u>WSCA</u>	<u>With Donor Restrictions</u>	<u>Eliminations</u>	<u>Total</u>
<b>Current assets</b>							
Cash and cash equivalents	\$ 987,774	\$ 464,709	\$ 168,832	\$ 964	\$ 911,910	\$ -	\$ 2,534,189
Accounts receivable	94,762	92,620	125	8,555	-	(65,897)	130,165
Grants and contributions receivable	517,258	-	-	-	-	-	517,258
Prepaid expenses	86,068	28,009	-	-	-	-	114,077
Due from related parties	2,026,311	24,326	16,893	11,534	-	(2,079,064)	-
Other current assets	6,129	53,780	-	-	-	-	59,889
<b>Total current assets</b>	<b>3,718,302</b>	<b>663,424</b>	<b>185,850</b>	<b>21,053</b>	<b>911,910</b>	<b>(2,144,961)</b>	<b>3,355,578</b>
Replacement reserves	101,016	483,894	-	34,149	-	-	619,059
Reserve cash designated for properties	99,185	848,431	-	-	-	-	947,816
Related party notes receivable	1,725,799	-	-	-	-	(1,725,799)	-
Accrued interest receivable on related party notes	1,536,535	-	-	-	-	(1,536,535)	-
Investments	2,374,065	-	-	-	25,000	-	2,399,065
Investment in related entities	1,247,739	25,051	-	-	-	(1,271,790)	1,000
Property and equipment, net	6,970,606	25,221,136	14,045	13,760	-	-	32,219,547
Development in process	224,080	176,082	-	-	-	-	400,162
<b>Total assets</b>	<b>\$ 17,997,327</b>	<b>\$ 27,418,018</b>	<b>\$ 199,895</b>	<b>\$ 68,962</b>	<b>\$ 936,910</b>	<b>\$ (6,679,085)</b>	<b>\$ 39,942,027</b>

**LIABILITIES AND NET ASSETS**

<b>Current liabilities</b>							
Current portion of long-term debt	\$ 515,980	\$ 314,913	\$ -	\$ -	\$ -	\$ -	\$ 830,893
Accounts payable	104,398	174,608	1,700	1,350	-	(65,897)	216,159
Accrued expenses	229,056	1,806,346	14,061	-	-	(1,536,535)	312,928
Due to related parties	118,422	1,949,148	133	11,361	-	(2,079,064)	-
Other current liabilities	8,621	74,943	-	-	-	-	83,584
<b>Total current liabilities</b>	<b>976,477</b>	<b>4,119,958</b>	<b>15,894</b>	<b>12,711</b>	<b>-</b>	<b>(3,681,496)</b>	<b>1,443,544</b>
Long-term debt, net	1,023,150	15,818,407	-	-	-	(1,725,799)	15,115,758
<b>Total liabilities</b>	<b>1,999,627</b>	<b>19,938,365</b>	<b>15,894</b>	<b>12,711</b>	<b>-</b>	<b>(5,407,295)</b>	<b>16,559,302</b>
<b>Net assets</b>							
Without donor restriction	15,997,700	7,479,653	184,001	56,251	-	(1,271,790)	22,445,815
With donor restrictions	-	-	-	-	936,910	-	936,910
<b>Total net assets</b>	<b>15,997,700</b>	<b>7,479,653</b>	<b>184,001</b>	<b>56,251</b>	<b>936,910</b>	<b>(1,271,790)</b>	<b>23,382,725</b>
<b>Total liabilities and net assets</b>	<b>\$ 17,997,327</b>	<b>\$ 27,418,018</b>	<b>\$ 199,895</b>	<b>\$ 68,962</b>	<b>\$ 936,910</b>	<b>\$ (6,679,085)</b>	<b>\$ 39,942,027</b>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Activities

Year Ended December 31, 2023

	FIT - Operating	Family Willows	Housing Benefits	Outfitters	NHCEH	WSCA	Eliminations	Without Donor Restrictions Total	With Donor Restrictions	Total
Revenue and support										
Federal, state and other grant support	\$ 4,446,179	\$ -	\$ 76,520	\$ -	\$ -	\$ -	\$ -	\$ 4,522,699	\$ -	\$ 4,522,699
ERTC revenue	608,918	-	210,897	51,265	-	-	-	870,880	-	870,880
Rental income, net of vacancies	355,838	-	2,701,666	-	-	124,695	(114,355)	3,067,844	-	3,067,844
Thrift store sales	-	-	-	679,347	-	-	-	679,347	-	679,347
Public support	1,698,736	-	94,282	-	111,722	-	-	1,904,740	778,718	2,683,458
Special events	428,660	-	-	-	-	-	-	428,660	-	428,660
Property management fees	1,279,130	-	-	-	-	-	(1,279,130)	-	-	-
Unrealized gain on investments	304,177	-	-	-	-	-	-	304,177	-	304,177
Loss on disposal of property and equipment	(4,257)	-	-	-	-	-	-	(4,257)	-	(4,257)
Interest income	119,200	-	27,854	2,220	-	56	(95,892)	53,438	-	53,438
In-kind donations	36,163	-	-	-	-	-	-	36,163	-	36,163
Forgiveness of debt	-	-	131,267	-	-	-	-	131,267	-	131,267
Medicaid reimbursements	367,428	-	-	-	-	-	-	367,428	-	367,428
Other income	293,411	-	217,764	14,858	4,692	-	(372,259)	158,466	-	158,466
Net assets released from restrictions	1,120,965	-	-	-	-	-	-	1,120,965	(1,120,965)	-
<b>Total revenue and support</b>	<b>11,054,548</b>	<b>-</b>	<b>3,460,050</b>	<b>747,690</b>	<b>116,414</b>	<b>124,751</b>	<b>(1,861,636)</b>	<b>13,641,817</b>	<b>(342,247)</b>	<b>13,299,570</b>
Expenses										
Program activities	8,794,561	-	2,885,401	861,466	133,112	125,649	(1,861,636)	10,938,553	-	10,938,553
Fundraising	626,469	-	300,201	-	-	-	-	926,670	-	926,670
Management and general	953,503	-	452,944	-	-	-	-	1,406,447	-	1,406,447
<b>Total expenses</b>	<b>10,374,533</b>	<b>-</b>	<b>3,638,546</b>	<b>861,466</b>	<b>133,112</b>	<b>125,649</b>	<b>(1,861,636)</b>	<b>13,271,670</b>	<b>-</b>	<b>13,271,670</b>
Change in net assets from operations	680,015	-	(178,496)	(113,776)	(16,698)	(898)	-	370,147	(342,247)	27,900
Transfer of net assets to non-related entity	-	-	(117,937)	-	(181,980)	-	-	(299,917)	-	(299,917)
Equity transferred resulting from dissolution of Limited Partnership	-	(1,498,562)	1,498,562	-	-	-	-	-	-	-
<b>Change in net assets</b>	<b>\$ 680,015</b>	<b>\$ (1,498,562)</b>	<b>\$ 1,202,129</b>	<b>\$ (113,776)</b>	<b>\$ (198,678)</b>	<b>\$ (898)</b>	<b>\$ -</b>	<b>\$ 70,230</b>	<b>\$ (342,247)</b>	<b>\$ (272,017)</b>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Functional Expenses

Year Ended December 31, 2023

	Program Activities						Fundraising	Management and General	Eliminations	Total
	FIT - Operating	Housing Benefits	Outfitters	NHCEH	WSCA	Program Activities Total				
Salaries and benefits										
Salaries and wages	\$ 3,903,401	\$ 649,331	\$ 313,778	\$ -	\$ -	\$ 4,866,510	\$ 455,273	\$ 682,910	\$ -	\$ 6,004,693
Employee benefits	454,605	(18,931)	17,481	-	-	453,155	43,568	65,351	-	562,074
Payroll taxes	299,780	46,578	23,933	-	-	370,291	34,636	51,954	-	456,881
Total salaries and benefits	4,657,786	676,978	355,192	-	-	5,689,956	533,477	800,215	-	7,023,648
Other expenses										
Advertising	9,979	-	15,623	150	-	25,752	998	1,497	-	28,247
Bad debts	2,492	55,324	-	-	-	57,816	-	-	-	57,816
Bank charges	7,912	5,469	11,292	296	174	25,143	1,338	2,007	-	28,488
Condominium association fees	-	90,967	-	-	-	90,967	-	-	(72,108)	18,859
Consultants	198,399	4,334	5,176	78,658	-	286,567	20,273	30,410	-	337,250
Depreciation	318,718	888,090	3,015	-	2,369	1,212,192	120,681	181,022	-	1,513,895
Events	57,319	10,550	-	10,897	-	78,766	-	-	-	78,766
Food	129,635	21,454	-	-	-	151,089	-	-	-	151,089
Insurance	70,930	103,016	2,393	2,540	19,629	198,508	17,395	26,092	-	241,995
Interest expense	25,261	232,449	-	-	-	257,710	25,771	38,656	(95,892)	226,245
Management fees	99,750	1,116,818	372,259	28,410	34,152	1,651,389	-	-	(1,651,389)	-
Meals and entertainment	4,063	107	45	26	-	4,241	417	625	-	5,283
Membership dues	85,514	773	1,076	747	-	88,110	8,628	12,943	-	109,681
Office supplies	92,915	13,675	10,022	708	70	117,390	10,659	15,988	-	144,037
Participant expenses	134,453	4,032	87	8,966	-	147,538	-	-	-	147,538
Postage	5,297	80	-	-	-	5,377	538	807	-	6,722
Printing	38,742	731	88	-	-	39,561	3,947	5,921	-	49,429
Professional fees	79,044	79,184	-	-	3,700	161,928	15,822	23,734	-	201,484
Related entity expenses	1,782,881	(1,782,881)	-	-	-	-	-	-	-	-
Rent	17,447	-	24,800	-	-	42,247	-	-	(42,247)	-
Rental subsidies	163,605	-	-	-	-	163,605	-	-	-	163,605
Repairs and maintenance	302,605	448,186	20,546	4	42,183	813,524	75,080	112,619	-	1,001,223
Staff development	19,160	-	-	1,039	-	20,199	1,916	2,874	-	24,989
Taxes	41,100	347,759	1,500	-	-	390,359	-	-	-	390,359
Technology support	87,627	4,817	-	660	-	93,104	9,245	13,887	-	116,216
Telephone	85,551	38,053	1,377	-	2,180	127,161	12,360	18,541	-	158,062
Travel	14,470	5,697	-	11	-	20,178	2,017	3,026	-	25,221
Utilities	160,725	500,356	15,479	-	21,192	697,752	66,108	99,163	-	863,023
Workers' compensation	101,181	19,383	21,496	-	-	142,060	-	16,440	-	158,500
Total expenses	\$ 8,794,581	\$ 2,885,401	\$ 861,466	\$ 133,112	\$ 125,649	\$ 12,800,189	\$ 926,670	\$ 1,406,447	\$ (1,861,636)	\$ 13,271,670



**FIT Board of Directors 2025**

<b>CHAIR</b>	<b>VICE CHAIR</b>
<b>Stephen Norton</b> Community Advocate	<b>Robert Bonfiglio</b> Co-Founder, Rise Private Wealth Management
<b>TREASURER</b>	<b>SECRETARY</b>
<b>Gary Potavin</b> Global Business Controller, Amphenol	<b>Cheryl Moreau</b> Benefits/HRIS Manager, CMC
<b>Members at Large</b>	<b>Members at Large</b>
<b>Rev. Gayle Murphy</b> Minister	<b>Michael Simoneau</b> SVP, Community Outreach, Members First
<b>Laura King</b> Branch Manager, Eastern Bank	<b>Michael Visocchi</b> VP, Internal Communications, Comcast
<b>David Crespo</b> Regional Leader, Primerica	<b>Christopher Kennedy</b> VP, External Relations, NH Healthy Families
<b>Steve Palmer</b> SVP, Client Relationship Officer, NH Trust	<b>Karen Moynihan</b> VP of Philanthropy, Catholic Charities
<b>Heather Francoeur</b> VP, Senior Branch Relationship Manager, Enterprise Bank	<b>May Hatem</b> Chief People Officer, Service Credit Union
<b>Sean Parnell</b> VP Commercial Insurance, Clark Insurance	<b>Chloe Golden</b> Attorney, Sheehan Phinney
<b>Michael Guarini</b> Wealth Manager, Brophy Wealth Management	<b>Jack Dunleavy</b> Detective, Manchester Police Department
<b>Carol Willoughby</b> VP Regional Underwriting Director, First American Title	<b>Hilary Holmes Rheaume</b> Attorney, Bernstein Shur

# Erica Diamond

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## EDUCATION

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### BOSTON UNIVERSITY SCHOOL OF LAW

*Sept. 2018 - May 2021*

J.D. Degree, Licensed Attorney of the MN Bar #0403312

Leadership: Founder and President of the Lawyers in Technology & Cyber Law student group  
Honors: Note Editor for the Boston University Journal of Science & Technology Law

### UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL

*Aug. 2013 - May 2017*

M.A. French & Francophone Studies; B.A. Romance Languages; Minor in Hispanic Studies

Honors: Phi Beta Kappa; Honors Laureate; Graduated with Distinction; Dean's List  
Certification: Business Essentials Program at Kenan-Flagler Business School

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## WORK EXPERIENCE

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### FREELANCE DIGITAL ARTIST Online, Self-Employed

*Jan. 2018 - Present*

• Completed bespoke commissions for company logos, book covers, and digital art at [diamonddrawings.com](http://diamonddrawings.com).

### MCKENZIE & ASSOCIATES P.C. Boston, MA

*Dec. 2021 - Feb. 2023*

*Junior Associate Attorney*

• Conducted research and prepared for civil litigation in the areas of Probate, Business, and Property Law.  
• Counseled clients and drafted every manner of legal document: Complaints, Motions, Discovery, etc.

### BREVARD COUNTY SHERIFF'S OFFICE Melbourne, FL

*July 2020 - Aug. 2020*

*Legal Intern for BCSO's In-House Legal Counsel*

• Worked remotely researching and drafting memos concerning Florida data privacy, drug, and gun reform.  
• Prepared digital media and published articles used in officer response training and police instruction.

### MASS GENERAL BRIGHAM Boston, MA

*Jan. 2020 - May 2020*

*Legal Intern for the Corporate In-House Transactional Affairs Group*

• Drafted and negotiated Material Transfers, Licensing, Non-Disclosure Agreements, and other  
• Conducted vital COVID and data privacy research and provided office memos for GDPR compliance.

### LAW OFFICES OF JEFFREY S. GLASSMAN, LLC Boston, MA

*June 2019 - Aug. 2019*

*Legal Intern in the Mass Torts Department*

• Communicated with hospitals and insurance companies to acquire pertinent evidence for client case files.  
• Met with clients, managed intake and client communications, handled calls, and organized the database.

### LYCÉE L'OISELET Bourgoin-Jallieu, France

*Sept. 2017 - Apr. 2018*

*English Teaching Assistant*

• Led high school classes of 20-30 students through the Teaching Assistant Program in France (TAPIF).  
• Created lesson plans and PowerPoints, mentored vocational-track students, and performed public speaking.

### STATE ATTORNEY 18<sup>th</sup> JUDICIAL CIRCUIT Melbourne, FL

*June 2017 - Sept. 2017*

*Legal Assistant*

• Researched legislation to adapt Brevard County policy to emergent social media, drug, and drone laws.  
• Facilitated public record inquiries and redacted, edited, and translated files for press release.

### CLASS HALF FULL Chapel Hill, NC

*Aug. 2016 - May 2017*

• Served as a private tutor for French, Spanish, Mathematics, Literature, Writing, and SAT/ACT preparation.

### BREVARD COUNTY 18<sup>th</sup> JUDICIAL CIRCUIT Melbourne, FL

*Summers 2015 & 2016*

*Clerk for Judge Charlie Crawford*

• Documented civil hearings, reviewed jury notices, updated Circuit Court website, secretarial duties.

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## LANGUAGE SKILLS AND INTERESTS

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- **French:** Complete fluency; **Spanish:** Basic competency
- **International Affairs:** Obtained DFP certification in business French (2016); visited 45+ countries.
- **Tabletop Gaming:** I lead weekly D&D games for LGBTQ+ and neurodivergent community members.

# Samantha Robertson

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## Education

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**UNIVERSITY OF NEW HAMPSHIRE** **May 2015**  
Masters of Social Work, Advanced Standing  
Summa cum Laude

**PLYMOUTH STATE UNIVERSITY** **May 2012**  
Bachelor of Social Work  
Concentration: Mental Health, Magna cum Laude  
Phi Alpha Honor Society, 2012

## Social Work Experience

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**NHTI CONCORD'S COMMUNITY COLLEGE, Concord, NH** **March 2021 - Current**  
**CC Counselor**

Provide comprehensive student development through mental health intervention

- Engage in short term solution focused counseling
- Conduct assessments in order to improve life management skills through a Wellness Model
- Work collaboratively with SCAN/BIT team and Health and Wellness Committee
- Co-Facilitate campus wide mental health awareness initiatives with various NHTI directors and NAMI suicide prevention
- Supervise MSW intern
- Implement and provide on campus crisis intervention and emergency protocols
- Connect and maintain community relationship partners
- Develop and implement Counseling Services policy and procedure
- Complete all administrative duties for Counseling Service (data tracking, reporting, scheduling and outreach)

**RIVERBEND COMMUNITY MENTAL HEALTH, Concord, NH**  
**ACT Team Manager**

**March 2018 - June 2019**

- Served individuals with primary psychotic or major mood disorders, substance misuse, homelessness, and legal issues
- Coordinated client discharges into the community from NHH and other DRF's
- Implemented yearly state and SAMHSA audit recommendations and guidelines
- Provided crisis management, case management, and individual therapy
- Coordinated staff schedules, team meetings, and time sheets

**Adult Clinician**

**July 2016 - March 2018**

Provided individual and group therapy to SPMI population.

- Implemented therapeutic interventions (DBT, Motivational Interviewing, and CBT)
- Co-Facilitated skills groups such as DBT and Self-Esteem & Disordered Eating
- Provided safety and risk assessments for individuals with increased SI

- Developed SMART goals, individual treatment plans, and daily SOAP notes
- Conducted intake assessments, eligibility, and diagnosis of prospective CSP clients

**Clinical Case Manager**

**June 2015 - July 2016**

Provided clinical case management to SPMI and developmentally disabled population.

- Developed individual treatment plans to meet global and comprehensive needs
- Worked collaboratively with area agencies, family members, and guardians
- Provided functional support services and individual and group therapy
- Completed service referral, clinical assessment, and crisis management

**CROSS ROADS HOUSE, Portsmouth, NH**

**May 2014 - May 2015**

**MSW Advanced Clinical Internship**

Provided case management to individuals and families affected by homelessness.

- Developed individualized case plans and goals
- Provided crisis intervention and service referrals
- Worked collaboratively with Social Work team on program development
- Co-facilitated family meetings and Rent Ready workshops

**School Based Experience**

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**CAMPTON SCHOOL DISTRICT, Campton, NH**

**Sept 2013 - May 2014**

**After School Homework Advisor**

Supervised school aged youth K-8

- Coordinated and facilitated diverse educational enrichment programs
- Collected and documented weekly payments for afterschool program
- Collaborated with other educators on group activities

**PLYMOUTH ELEMENTARY SCHOOL, Plymouth, NH**

**Sept 2013 - May 2014**

**Preschool Individual Aid**

Daily functional support for preschool aged male diagnosed on the Autism Spectrum

- Conducted 5hr behavioral monitoring through biopsychosocial assessment
- Completed individualized discrete trials focused on IEP goals
- Aided in the development of gross and fine motor skills

**PLYMOUTH PARKS AND RECREATION, Plymouth, NH**

**Oct 2010 - May 2014**

**After School Homework Advisor**

- Coordinated and managed diverse enrichment programs
- Provided after school homework support for school aged children K-8.
- Assisted in administrative duties; scheduling, filing, excel, and budgeting

REFERENCES AVAILABLE UPON REQUEST

**NH Department of Health and Human Services**

**KEY PERSONNEL**

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

Job descriptions not required for vacant positions.

**Contractor Name:**

**Families in Transition**

<b>NAME</b>	<b>JOB TITLE</b>	<b>ANNUAL AMOUNT PAID FROM THIS CONTRACT</b>	<b>ANNUAL SALARY</b>
Open Position	Chief Programs Officer	\$368.28	\$142,500.00
Erica Diamond	Director of Contract Compliance	\$211.28	\$90,000.00
Samantha Robertson	Director of Housing Supportive Services	\$2,094.45	\$84,656.00

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

Lori A. Weaver  
Interim Commissioner

Katja S. Fox  
Director

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

May 25, 2023

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source** contract with Families In Transition (VC#157730) Manchester, NH in the amount of \$1,198,004 for the provision of a housing services continuum of care project, with the option to renew for up to four (4) additional years, effective July 1, 2023, upon Governor and Council approval, through August 31, 2027. 100% Federal Funds.

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

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	074-500585	Grants for Pub Asst and Relief	TBD	\$261,015
2025	074-500585	Grants for Pub Asst and Relief	TBD	\$299,501
2026	074-500585	Grants for Pub Asst and Relief	TBD	\$299,501
2027	074-500585	Grants for Pub Asst and Relief	TBD	\$299,501
2028	074-500585	Grants for Pub Asst and Relief	TBD	\$38,486
			<b>Total</b>	<b>\$1,198,004</b>

**EXPLANATION**

This request is **Sole Source** because federal regulations require all procurement efforts to be directed by the U.S. Department of Housing and Urban Development (HUD) which requires the Department to specify the vendor's name during the annual, federal, Continuum of Care (CoC) competitive application process for up to a year prior to the grant award being issued. As the Collaborative Applicant, the Department is required to issue a Request for Proposals, through the Continuum, based on the HUD CoC Program Notice of Funding Opportunity (NOFO). HUD reviews and scores vendor applications based on federal rank and review policy, and scoring tools, created to match the federal NOFO. HUD subsequently awards funding based on strict federal criteria specifying eligible activities, populations to be served, expected performance outcomes, and time frames for the application competition and subsequent Departmental 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 22 households will be served at any given time annually.

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

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

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

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

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

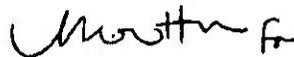
Should the Governor and Council not authorize this request, there will be fewer permanent housing options and supportive services available, leaving vulnerable individuals and families experiencing homelessness in unsafe situations without needed support. Additionally, the Department will be out of compliance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

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #14.267, FAIN # NH0007L1T002215 and NH0060L1T002210.

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

Respectfully submitted,



Lori A. Weaver  
Interim Commissioner

Subject: Continuum of Care FIT (SS-2024-DBH-08-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 Families In Transition		1.4 Contractor Address 122 Market Street Manchester, NH 03101	
1.5 Contractor Phone Number (603) 641-9441	1.6 Account Number 05-95-42-423010-79270000	1.7 Completion Date 8/31/2027	1.8 Price Limitation \$1,198,004
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Maria Devlin</i> Date: 5/26/2023		1.12 Name and Title of Contractor Signatory Maria Devlin President & CEO	
1.13 State Agency Signature DocuSigned by: <i>Katja S. Fox</i> Date: 5/30/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Robert Guvino</i> On: 5/30/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

## 9. TERMINATION.

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

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

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

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials DS  
MD  
Date 5/26/2023

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**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 July 1, 2023 ("Effective Date").

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

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

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

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

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**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

**1.1. Continuum of Care**

**1.1.1. Permanent Supportive Housing (PSH) (Effective July 1, 2023, except Section 1.1.1.3.)**

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

1.1.1.2. The Contractor must provide a Permanent Supportive Housing program (herein 9 Oddfellows Ave.), in this agreement, that is targeted to serve nine (9) individuals, youth, and/or families, utilizing six (6) housing units.

1.1.1.3. The Contractor must provide a Permanent Supportive Housing program (herein Concord Community PSH), effective September 1, 2023, in this agreement, that is targeted to serve 22 individuals, youth, and/or families, utilizing 16 housing units.

1.1.1.3.1. The Contractor must provide leasing assistance in accordance with requirements of 24 CFR 578.49. The Contractor may use grant funds to provide housing, or supportive services to participants experiencing homelessness for up to three years if the Contractor is leasing the structure, or portions thereof. The Contractor must not use grant funds to lease units or structures to participants if the Contractor owns the structure.

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

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

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

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

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- 1.1.1.8. The Contractor must develop a housing stability plan with program participants that outlines the steps to be taken, including but not limited to:
  - 1.1.1.8.1. Increasing both earned and non-earned income;
  - 1.1.1.8.2. Ensuring that program participants receive individual assistance in obtaining the benefits of mainstream health, social, and employment programs for which they are eligible to apply and that meet their needs; and
  - 1.1.1.8.3. Maintaining permanent housing or facilitating exits to positive permanent housing destinations.
- 1.1.1.9. The Contractor must conduct an annual assessment of service needs of the program participants and adjust the services accordingly.

**1.2. Provisions Applicable to All Services**

- 1.2.1. The Contractor must adhere to all terms and conditions as set forth in the approved HUD Project Application #SF-424.
- 1.2.2. The Contractor must ensure that participants meet at least one, or more, of the qualifications of homelessness, as defined by HUD in 24 CFR 578.3.
- 1.2.3. The Contractor must participate in the regional and CoC CE System.
- 1.2.4. For the purposes of this Agreement, all references to days means business days, excluding state and federal holidays.
- 1.2.5. The Contractor must participate in meetings with the Department as requested by the Department.
- 1.2.6. The Contractor must ensure staff participate in training as required by the Department.
- 1.2.7. The Contractor must ensure the program includes, but is not limited to:
  - 1.2.7.1. Utilization of the Housing First model that ensures:
    - 1.2.7.1.1. Barriers to entering housing are not imposed beyond those required by federal regulations or state laws; and
    - 1.2.7.1.2. Participation terminates only for the most severe reasons, after available options to maintain housing are exhausted, as detailed in HUD regulations, 24 CFR 578.91.
  - 1.2.7.2. Development of an ongoing assessment of Housing and Supportive Services that is provided to participants in order to

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deliver assistance in obtaining necessary skills and resources to live in the community independently.

- 1.2.8. The Contractor must ensure participants connect with supportive services and community resources to meet basic needs including, but not limited to: housing, safety, food, mental health and medical care. The Contractor must ensure:
  - 1.2.8.1. Participants increase safety through planning and trauma-informed resource provision;
  - 1.2.8.2. Facilitation of the transition of individuals, youth, and families experiencing homelessness to permanent housing and maximized self-sufficiency;
  - 1.2.8.3. Participants are empowered by Contractor's program to increase safety and regain control and independence;
  - 1.2.8.4. Participants are offered connections to assistance in applying for Compensation funds, help filing for restraining orders, court advocacy and referrals to free legal services; and
  - 1.2.8.5. Households with children will be connected to education resources, school staff, and childcare services, based on need.
- 1.2.9. The Contractor must conduct an annual assessment of service needs of the program participants and adjust the services accordingly.
- 1.2.10. The Contractor must ensure their staff assist with referrals for substance misuse, mental health, medical needs, peer support, or any other need for referral assistance identified by the participant.
- 1.2.11. The Contractor must assess project outcomes, to include participants moving into and retaining permanent housing, as well as participants' connections with community and mainstream services, to increase independence and household income to sustain permanent housing.
- 1.2.12. The Contractor must actively participate in reviews conducted by the Department, onsite or remotely, as determined by the Department or HUD, on an annual basis, or as otherwise requested by the Department, that must include, but are not limited to, participant files and financial data to ensure compliance with contract objectives, state policies and federal regulations. The Contractor must:
  - 1.2.12.1. Ensure the Department and HUD have access to participant files;
  - 1.2.12.2. Ensure financial data is available, as requested by the Department and/ or HUD; and
  - 1.2.12.3. Provide other information that assists in determining contract compliance, as requested by the Department and/ or HUD.

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- 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, 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>.

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- 1.2.18.3. The Contractor must follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry. Refer to Exhibit K for Information Security requirements and Exhibit I for Privacy requirements.
- 1.2.19. The Contractor must comply with all record-keeping requirements as set forth by HUD under 24 CFR 578.103.
- 1.2.20. The Contractor must establish and maintain standard operating procedures to ensure CoC program funds are used in accordance with 24 CFR 578, 2 CFR Part 500, and must establish and maintain sufficient records to enable HUD and the Department to determine Contractor compliance, including but not limited to:
- 1.2.20.1. Continuum of Care Records. The Contractor must maintain the following documentation related to establishing and operating a CoC:
- 1.2.20.1.1. Records of Homeless Status. The Contractor must maintain acceptable evidence of homeless status in accordance with 24 CFR 576.500(b);
- 1.2.20.1.2. Records of at Risk of Homelessness Status. The Contractor must maintain records that establish "at risk of homelessness" status of each individual or family who receives CoC homelessness prevention assistance, as identified in 24 CFR 576.500(c); and
- 1.2.20.1.3. Records of Reasonable Belief of Imminent Threat of Harm. The Contractor must maintain documentation of each program participant who moved to a different CoC due to imminent threat of further domestic violence, dating violence, sexual assault, or stalking, as defined in 24 CFR 578.51(c)(3). The Contractor must retain documentation that includes, but is not limited to:
- 1.2.20.1.3.1. The original incidence of domestic violence, dating violence, sexual assault, or stalking, only if the original violence is not already documented in the program participant's case file. This may be written observation of the housing or service provider; a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom the

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victim has sought assistance; medical or dental records; court records or law enforcement records; or written certification by the program participant to whom the violence occurred or by the head of household; and

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

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

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

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

1.2.20.2.2.1. Most recent wage statement;

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- 1.2.20.2.2.2. Unemployment compensation statement;
  - 1.2.20.2.2.3. Public benefits statement, and bank statements for the assets held by the program participant; and
  - 1.2.20.2.2.4. Income received before the date of the evaluation.
- 1.2.20.2.3. To the extent that source documents are unobtainable, a written statement by a relevant third party, which may include an employer or a government benefits administrator, or the written certification by the Contractor's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period; or
- 1.2.20.2.4. To the extent that source documents and third-party verification are unobtainable, the written certification by the program participant of the amount of income that the program participant is reasonably expected to receive over the three (3) month period following the evaluation.
- 1.2.20.3. Program Participant Records. In addition to evidence of homelessness status or at-risk-of-homelessness status, as applicable; the Contractor must keep records for each program participant that document:
- 1.2.20.3.1. The services and assistance provided to that program participant, including evidence that the Contractor conducted an annual assessment of services for those program participants that remain in the program for more than a year and adjusted the service package accordingly, and including case management services as provided in 24 CFR 578.37(a)(1)(ii)(F); and
  - 1.2.20.3.2. Where applicable, compliance with the termination of assistance requirement in 24 CFR 578.91.
- 1.2.20.4. Housing Standards. The Contractor must retain documentation of compliance with the housing standards in 24 CFR 578.75(b), including inspection reports.
- 1.2.20.5. Services Provided. The Contractor must document the types of supportive services provided under the Contractor's program and the amounts spent on those services. The Contractor must keep

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documentation that the records were reviewed at least annually and that the service package offered to program participants was adjusted as necessary.

- 1.2.21. The Contractor must maintain records that document compliance with:
  - 1.2.21.1. The organizational conflict-of-interest requirements in 24 CFR 578.95(c);
  - 1.2.21.2. The CoC board conflict-of-interest requirements in 24 CFR 578.95(b); and
  - 1.2.21.3. The other conflicts requirements in 24 CFR 578.95(d).
- 1.2.22. The Contractor must develop, implement and retain a copy of the personal conflict-of-interest policy that complies with the requirements in 24 CFR 578.95, including records supporting any exceptions to the personal conflict-of-interest prohibitions.
- 1.2.23. The Contractor must comply and retain documentation of compliance with:
  - 1.2.23.1. The homeless participation requirements in accordance with 24 CFR 578.75(g);
  - 1.2.23.2. The faith-based activities requirements in accordance with 24 CFR 578.87(b);
  - 1.2.23.3. Requirements of 24 CFR 578.93(c) for affirmatively furthering fair housing by maintaining copies of all marketing, outreach, and other materials used to inform eligible persons of the program;
  - 1.2.23.4. Other federal requirements in 24 CFR 578.99, as applicable;
  - 1.2.23.5. Other records specified by HUD. The Contractor must keep other records as specified by HUD; and
  - 1.2.23.6. Procurement requirements in 24 CFR 85.36 and 24 CFR part 84.
- 1.2.24. Confidentiality. In addition to meeting specific confidentiality and security requirements for HMIS data (76 FR 76917), the Contractor must develop and implement written procedures to ensure:
  - 1.2.24.1. All records containing protected identifying information of any participant who applies for and/or receives CoC assistance are kept secure and confidential;
  - 1.2.24.2. The address or location of any family violence project, assisted with CoC funds, are not made public, except with written authorization of the person responsible for the operation of the project; and
  - 1.2.24.3. The address or location of any housing of a program participant is not made public, except as provided under a preexisting privacy policy of the recipient or sub recipient and consistent with state and local laws regarding privacy and obligations of confidentiality.

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**EXHIBIT B**

**2. Contract Administration**

- 2.1. The Contractor must have appropriate levels of staff to attend all meetings or trainings requested by the Department's Bureau of Homeless Services (BHS), including training in data security and confidentiality, according to state and federal laws. To the extent possible, BHS must notify the Contractor of the need to attend such meetings five (5) working days in advance of each meeting.
- 2.2. The Contractor must inform the Department of any staffing changes within thirty (30) days of the change.

**3. Reporting Requirements**

- 3.1. The Contractor must submit an Annual Performance Report (APR) to the Department within thirty (30) days after the Contract Completion Date on the form required, or specified, by the Department.
- 3.2. The Contractor must ensure the APR is submitted to:  
NH DHHS  
Bureau of Homeless Services  
129 Pleasant Street  
Concord, NH 03301
- 3.3. The Contractor must ensure the APR includes a summary of aggregate results of the project activities, consistent with the format proposed in the Contractor's application submitted to HUD for the relevant fiscal year COC Notice of Funding Opportunity (NOFO).
- 3.4. The Contractor must submit other reports as requested by the Department in compliance with NH HMIS policy and/or Department policies and procedures.
- 3.5. The Contractor may be required to collect and share data with the Department, in a format specified by the Department, for the provision of other key data and metrics, including client-level demographic, performance, and service data.

**4. Exhibits Incorporated**

- 4.1. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 4.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

**5. Additional Terms**

- 5.1. **Impacts Resulting from Court Orders or Legislative Changes**

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

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

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

**5.3. Credits and Copyright Ownership**

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

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

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

- 5.3.3.1. Brochures;
- 5.3.3.2. Resource directories;
- 5.3.3.3. Protocols or guidelines;
- 5.3.3.4. Posters; and
- 5.3.3.5. Reports

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

**5.4. Operation of Facilities: Compliance with Laws and Regulations**

5.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers

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

**5.5. Eligibility Determinations**

- 5.5.1. If the Contractor is permitted to determine the eligibility of individuals, youth, and/ or families such eligibility verifications must be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 5.5.2. Eligibility determinations must be made on forms provided, or required by the Department for that purpose and must be made and remade, or reissued at such times as are prescribed by the Department.
- 5.5.3. In addition to the determination forms required by the Department, the Contractor must maintain a data file on each participant of services hereunder, which file must include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor must furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 5.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services must be permitted to fill out an application form and that each applicant or re-applicant must be informed of his/her right to a fair hearing in accordance with applicable regulations.

**6. Records**

- 6.1. The Contractor must keep records that include, but are not limited to:
  - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and

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- expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 6.2. Period of Record Retention. The Contractor must ensure all records, originals or copies made by microfilming, photocopying, or other similar methods, pertaining to CoC funds are retained for five (5) years following the Contract Completion Date and receipt of final payment by the Contractor, unless records are otherwise required to be maintained for a period in excess of the five (5) year period according to state or federal law or regulation.
- 6.3. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to this Agreement for purposes of audit, examination, excerpts and transcripts.
- 6.4. If, upon review of the Final Expenditure Report, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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Payment Terms

1. This Agreement is funded by:
  - 1.1. 100% Federal funds, Title XIV Housing Programs under the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH Act), Subtitle A-Housing Assistance (Public Law 102-550), as awarded on March 28, 2023, by the US Dept of Housing and Urban Development, Continuum of Care Program, Assistance Listing # 14.267, FAIN # NH0007L1T002215 and NH0060L1T002210.
2. For the purposes of this Agreement the Department has identified:
  - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
  - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The Contractor must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor must ensure each invoice:
  - 3.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
  - 3.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
  - 3.3. Identifies and requests payment for allowable costs incurred in the previous month.
  - 3.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
  - 3.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
  - 3.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to [housingsupportsinvoices@dhhs.nh.gov](mailto:housingsupportsinvoices@dhhs.nh.gov) or mailed to:

NH DHHS  
Bureau of Homeless Services  
129 Pleasant Street  
Concord, NH 03301
4. The Department shall make payments to the Contractor within forty-five (45) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
5. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7, Completion Date.
6. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written



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agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

7. Audits

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

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

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

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

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

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

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

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

7.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all

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payments made under the Contract to which exception has been taken; or which have been disallowed because of such an exception.

- 7.5. If the Contractor is not subject to the audit requirements of 2 CFR part 200, the Contractor shall submit one (1) copy of an audited financial report to the Department, utilizing the guidelines set forth by the Comptroller General of the United States in "Standards for Audit of Governmental Organizations, Program Activities, and Functions," within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards 90 days after contract completion date.
8. Project Costs: Payment Schedule: Review by the State
- 8.1. Project Costs: As used in this Agreement, the term "Project Costs" means all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment, in accordance with Public Law 102-550, as well as allowable cost standards set forth in 2 CFR part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. All subcontractors shall meet the requirements of 2 CFR part 200.
- 8.2. Continuum of Care funds may be used to pay for eligible costs listed in 24 CFR 578 when used to establish and operate projects under five program components: permanent housing; transitional housing; supportive services only; HMIS; and, in some cases, homeless prevention or an identified program component under the applicable Notice of Funding Opportunity, such as the Joint Transitional Housing, and Permanent Housing-Rapid ReHousing component project. Administrative costs are eligible for all components. All components are subject to the restrictions on combining funds for certain eligible activities in a single project found in 24 CFR 578.87(c).
- 8.3. Match Funds:
- 8.3.1. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies described in 24 CFR 578.73.
- 8.3.2. Match funds shall be documented with each payment request.
- 8.3.3. The Contractor shall match all grant funds except for leasing funds, with no less than twenty-five (25) percent of funds or *in-kind* contributions from other sources.
- 8.3.4. The Contractor may choose to utilize *Cash Match*, or *In-Kind Match*, for the cost of activities that are eligible under subpart D of 24 CFR 578. The Contractor shall:
- 8.3.4.1. The Contractor must substantiate the cash match in a commitment letter, and then must be tracked through the Contractor's financial statements, general ledgers, and other records that reflect yearly financial status to show that

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the cash was spent on eligible program expenses within the grant term.

- 8.3.5. The cash match written commitment must be documented on the committing agency's letterhead and must be signed and dated by an authorized representative of the agency providing the cash match. The documentation, at a minimum, must include the following:
- 8.3.5.1. Amount of cash to be provided for the project.
  - 8.3.5.2. Specific date the cash will be available to the project.
  - 8.3.5.3. Grant and fiscal year to which the cash match will be contributed.
  - 8.3.5.4. Allowable activities to be funded by the cash match. Documentation of expended match must include:
    - 8.3.5.4.1. Agreement for cash match.
    - 8.3.5.4.2. Cash match tracking which is done according to general accounting principles in the general ledger.
    - 8.3.5.4.3. Source documentation that cash match is spent on eligible activities under CoC Program interim rule.
- 8.3.6. The Contractor must maintain records of the source and use of contributions made to satisfy the match requirement in 24 CFR 578.73.
- 8.3.7. If the Contractor utilizes *In-Kind Match*, the Contractor must ensure the following requirements are met:
- 8.3.7.1. The *in-kind* property, equipment, or goods must be substantiated in a commitment letter and must be tracked by the subrecipient agency to demonstrate that these items were delivered to the project, and/or, to its participants, during the grant term.
  - 8.3.7.2. Written commitments for *in-kind* property, equipment, or goods must be documented on the committing agency's letterhead and must be signed and dated by an authorized representative of the agency providing the *in-kind* match. The documentation, at a minimum, must include the following:
    - 8.3.7.2.1. Description and value of the donated property, equipment, or goods;
    - 8.3.7.2.2. Specific date the property, equipment, or goods will be made available to the project;

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- 8.3.7.2.3. Grant and fiscal year to which the property, equipment, or goods will be contributed; and
- 8.3.7.2.4. Method used to determine the value of the property, equipment, or goods
- 8.3.8. *In-Kind Services* must be substantiated in a Memorandum of Understanding (MOU), and then must be tracked by the recipient or subrecipient to show that the services were delivered to program participants during the grant term. Any services or benefits committed to a program participant rather than the recipient or subrecipient through an MOU are generally ineligible to be counted as match.
  - 8.3.8.1. Written commitments of *in-kind* services, during the application, must be initially documented on the committing agency's letterhead. The document must be signed and dated by an authorized representative of the agency providing the *in-kind* services.
  - 8.3.8.2. An MOU must be in place between the recipient/subrecipient and service provider by the time of grant execution and must include detail of the *in-kind* services, their value, and the calculation method to be used in determining their value. Any services provided prior to the execution of the MOU cannot be counted towards match.
- 8.3.9. Each MOU must:
  - 8.3.9.1. Establish the unconditional commitment to provide the services, provided that the project is selected for funding by the CoC and HUD.
  - 8.3.9.2. Specify the services to be provided to the project.
  - 8.3.9.3. List the profession of the person who will provide the services.
  - 8.3.9.4. Include the hourly cost of the services.
  - 8.3.9.5. List the grant and fiscal year to which the *in-kind* match will be contributed.
  - 8.3.9.6. Detail the system to be used to document the actual quantity and value of the services provided to program participants during the grant term.
- 8.3.10. During the grant term, the actual *in-kind* services provided to participants must be documented. The documentation must include the following:
  - 8.3.10.1. Quantity of services provided.
  - 8.3.10.2. Value of the services.
  - 8.3.10.3. Date(s) on which the services were provided.

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- 8.3.11. Subrecipients must request information from third-party service providers on *in-kind* service match activity at least annually and are responsible for verifying that the match is eligible and related to program participants served in the operating year.
- 8.4. Payment of Project Costs:
- 8.4.1. The State agrees to provide payment on a cost reimbursement basis for actual, eligible expenditures incurred in the fulfillment of this agreement, and shall be in accordance with the approved line items as specified in the applicable Exhibit C, Budget, and as defined by HUD under the provisions of Public Law 102-550 and other applicable regulations, subject to the availability of sufficient funds.
- 8.4.2. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in these Payment Terms. The Contractor must have written approval from the State prior to billing for any other expenses.
- 8.5. Review of the State Disallowance of Costs:
- 8.5.1. At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor, and all payments made to date.
- 8.5.2. Upon such review, the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, informing the Contractor of any such disallowance.
- 8.5.3. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this Agreement are subject to recapture.
- 8.5.4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services, products, required report submissions, as detailed in this agreement, or NH-HMIS data entry requirements, have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
9. Expense Eligibility
- 9.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize Continuum of Care Program funds, as specified in these Payment Terms, from the HUD Continuum of Care Program, for contract services.
- 9.2. Operating Expenses:

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- 9.2.1. Eligible operating expenses include:
  - 9.2.1.1. Maintenance and repair of housing.
  - 9.2.1.2. Property taxes and insurance (including property and car).
  - 9.2.1.3. Scheduled payments to reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost).
  - 9.2.1.4. Building security for a structure where more than fifty (50) percent of the units or area is paid for with grant funds.
  - 9.2.1.5. Utilities, including electricity, gas and water.
  - 9.2.1.6. Furniture and equipment.
- 9.2.2. Ineligible costs include:
  - 9.2.2.1. Rental assistance and operating costs in the same project.
  - 9.2.2.2. Operating costs of emergency shelter and supportive service-only facilities.
  - 9.2.2.3. Maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.
  - 9.2.2.4. Ineligible costs. Any cost not described as eligible below is not an eligible cost of providing supportive services using Continuum of Care program funds. Staff training and costs of obtaining professional licensure or certifications needed to provide supportive services are not eligible costs.

**9.3. Supportive Services**

- 9.3.1. Eligible supportive services costs shall comply with all HUD regulations in 24 CFR 578.53, and are available to individuals actively participating in the permanent housing program.
- 9.3.2. Special populations. All eligible costs are eligible to the same extent for program participants who are unaccompanied homeless youth; persons living with HIV/AIDS; and victims of domestic violence, dating violence, sexual assault, or stalking.
- 9.3.3. Eligible costs shall include:
  - 9.3.3.1. Annual assessment of Service Needs. The costs of the assessment required by 578.53(a) (2).
  - 9.3.3.2. Assistance with moving costs. Reasonable one-time moving costs are eligible and include truck rental and hiring a moving company.

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- 9.3.3.3. Case management. The costs of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant(s) are eligible costs.
- 9.3.3.4. Child Care. The costs of establishing and operating child care, and providing child-care vouchers, for children from families experiencing homelessness, including providing meals and snacks, and comprehensive and coordinated developmental activities are eligible.
- 9.3.3.5. Education Services. The costs of improving knowledge and basic educational skills are eligible.
- 9.3.3.6. Employment assistance and job training. The costs of establishing and operating employment assistance and job training programs are eligible, including classroom, online and/or computer instruction, on-the-job instruction, services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is also an eligible cost.
- 9.3.3.7. Food. The cost of providing meals or groceries to program participants is eligible.
- 9.3.3.8. Housing search and counseling services. Costs of assisting eligible program participants to locate, obtain, and retain suitable housing are eligible.
- 9.3.3.9. Legal services. Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with homeless individual or family's ability to obtain and retain housing.
- 9.3.3.10. Life Skills training. The costs of teaching critical life management skills that may never have been learned or have been lost during course of physical or mental illness, domestic violence, substance abuse, and homelessness are eligible. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are the budgeting of resources and money management, household management, conflict management, shopping for food and other needed items, nutrition, the use of public transportation, and parent training.
- 9.3.3.11. Mental Health Services. Eligible costs are the direct outpatient treatment of mental health conditions that are provided by licensed professionals. Component services are crisis

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- interventions; counseling; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.
- 9.3.3.12. Outpatient health services. Eligible costs are the direct outpatient treatment of medical conditions when provided by licensed medical professionals.
  - 9.3.3.13. Outreach Services. The costs of activities to engage persons for the purpose of providing immediate support and intervention, as well as identifying potential program participants, are eligible.
  - 9.3.3.14. Substance abuse treatment services. The costs of program participant intake and assessment, outpatient treatment, group and individual counseling, and drug testing are eligible. Inpatient detoxification and other inpatient drug or alcohol treatment are ineligible.
  - 9.3.3.15. Transportation Services, as described in 24CFR 578(e) (15).
  - 9.3.3.16. Utility Deposits. This form of assistance consists of paying for utility deposits. Utility deposits must be one-time, paid directly to utility companies.
  - 9.3.3.17. Direct provision of services. If a service, described as eligible in these Payment Terms, is being directly delivered by the recipient or subrecipient, eligible costs for those services also include the following:
    - 9.3.3.17.1. The costs of labor or supplies, and materials incurred by the recipient or subrecipient in directly providing supportive services to program participants.
    - 9.3.3.17.2. The salary and benefit packages of the recipient and subrecipient staff who directly deliver the services.
  - 9.3.4. Grant funds may be used for rental assistance for Individuals, youth, and families experiencing homelessness.
  - 9.3.5. Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.
  - 9.3.6. Rental assistance shall be administered in accordance with the policies and procedures established by the Continuum as set forth in 24 CFR 578.7(a) (9) and 24 CFR 578.51. and may be:

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- 9.3.6.1. Short term, up to 3 months of rent;
- 9.3.6.2. Medium term, for 3-24 months; or
- 9.3.6.3. Long-term, for longer than 24 months.
- 9.3.7. Grant funds may be used for security deposits in an amount not to exceed 2 months of rent.
- 9.3.8. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.
- 9.3.9. Rental assistance will only be provided for a unit if the rent is reasonable, as determined by the Contractor, in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit.
- 9.3.10. The Contractor may use grant funds in an amount not to exceed one month's rent to pay for any damage to housing due to the action of a program participant. For Leasing funds only: Property damages may be paid only from funds paid to the landlord from security deposits.
- 9.3.11. Housing shall be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.
- 9.3.12. The Contractor shall provide one of the following types of rental assistance: Tenant-based, Project-based, or Sponsor-based rental assistance as described by HUD in 24 CFR 578.51.
  - 9.3.12.1. Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. When necessary to facilitate the coordination of supportive services, recipients and subrecipients may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for the remainder of their period of participation. Short and medium term rental assistance provided under the Rapid Re-Housing program component must be tenant based rental assistance.
  - 9.3.12.2. Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor.

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- 9.3.12.3. Project-based rental assistance is provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move.
- 9.3.12.4. For project-based, sponsor-based, or tenant-based rental assistance, program participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.
- 9.4. Administrative Costs:
  - 9.4.1. Eligible administrative costs include:
    - 9.4.1.1. The Contractor may use funding awarded under this part, for the payment of project administrative costs related to the planning and execution of Continuum of Care activities. This does not include staff and overhead costs directly related to carrying out activities eligible under 24 CFR 578.43 through 578.57, because those costs are eligible as part of those activities.
    - 9.4.1.2. General management, oversight, and coordination. Costs of overall program management, coordination, monitoring and evaluation. These costs include, but are not limited to, necessary expenditures for the following:
      - 9.4.1.2.1. Salaries, wages, and related costs of the Contractor's staff, or other staff engaged in program administration.
      - 9.4.1.2.2. In charging costs to this category, the Contractor may include the entire salary, wages, and related costs allocable to the program of each person whose primary responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes any program administration assignments. The Contractor may only use one of these methods for each fiscal year grant. Program administration assignments include the following:
        - 9.4.1.2.2.1. Preparing program budgets and schedules, and amendments to those budgets and schedules.

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- 9.4.1.2.2.2. Developing systems for assuring compliance with program requirements.
- 9.4.1.2.2.3. Developing interagency agreements and agreements with subrecipient and Contractors to carry out program activities.
- 9.4.1.2.2.4. Monitoring program activities for progress and compliance with program requirements.
- 9.4.1.2.2.5. Preparing reports and other documents related to the program for submission to HUD.
- 9.4.1.2.2.6. Coordinating the solution of audit and monitoring findings.
- 9.4.1.2.2.7. Preparing reports and other documents directly related to the program submission to HUD.
- 9.4.1.2.2.8. Evaluating program results against stated objectives.
- 9.4.1.2.2.9. Managing or supervising persons whose primary responsibilities are among those program administration assignments, as listed immediately above.
- 9.4.1.2.2.10. Travel costs incurred for official business in carrying out the program.
- 9.4.1.2.2.11. Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services.
- 9.4.1.2.2.12. Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance, but not purchase, of office space.

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

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

9.5. Leasing:

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

9.5.2. Requirements:

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

9.5.2.2. Leasing individual units. When the grant funds are used to pay rent for individual housing units, the rent paid must 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.

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

9.5.2.4. Security deposits and first and last month's rent. The Contractor may use grant funds to pay security deposits, in an

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amount not to exceed 2 months of actual rent. An advance payment of last month's rent may be provided to the landlord in addition to security deposit and payment of the first month's rent.

- 9.5.2.5. Occupancy agreements and subleases. Occupancy agreements and subleases are required as specified in 24 CFR 578.77(a).
  - 9.5.2.6. Calculation of occupancy charges and rent. Occupancy charges and rent from program participants must be calculated as provided in 24 CFR 578.77.
  - 9.5.2.7. Program income. Occupancy charges and rent collected from program participants are program income and may be used as provided under 24 CFR 578.97.
  - 9.5.2.8. Transition. Refer to 24CFR 578.49(b)(8).
  - 9.5.2.9. Rent paid may only reflect actual costs and must be reasonable in comparison to rents charged in the area for similar housing units. Documentation of rent reasonableness must be kept on file by the Contractor.
  - 9.5.2.10. The portion of rent paid with grant funds may not exceed HUD-determined fair market rents.
  - 9.5.2.11. The Contractor shall pay individual landlords directly; funds may not be given directly to participants to pay leasing costs.
  - 9.5.2.12. Property damages may only be paid from money paid to the landlord for security deposits.
  - 9.5.2.13. The Contractor cannot lease a building that it already owns to itself.
  - 9.5.2.14. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.
- 9.6. The Contractor may charge program participants rent and utilities (heat, hot water). However, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 578.77). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.
- 9.7. The Contractor shall have any staff charged in full or part to this contract, or counted as match, complete weekly or bi-weekly timesheets.

10. Contractor Financial Management System

**New Hampshire Department of Health and Human Services  
Continuum of Care FIT**

**EXHIBIT C**

---

- 10.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures that ensure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 10.2. The Contractor shall maintain a financial management system that complies with 2 CFR part 200 or such equivalent system as the State may require.

DS  
MD

Exhibit C-1, Budget

FTT - 9 Oddfellows Ave. (f.n.a. Concord Permanent Housing Program)

CoC Funds - NH0007L1T002215

SFY2024 - 7/1/23-6/30/24

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 66,827	\$	\$	\$	\$	\$	\$ 66,827	\$	\$
Administration	\$ 1,758	\$	\$	\$	\$	\$	\$ 1,758	\$	\$
25% Required Match	\$ 17,586	\$	\$	\$ 17,586	\$	\$	\$	\$	\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 86,171</b>	<b>\$</b>	<b>\$</b>	<b>\$ 17,586</b>	<b>\$</b>	<b>\$</b>	<b>\$ 68,585</b>	<b>\$</b>	<b>\$</b>

TOTAL - 7/1/23-6/30/24

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 66,827	\$	\$	\$	\$	\$	\$ 66,827	\$	\$
Administration	\$ 1,758	\$	\$	\$	\$	\$	\$ 1,758	\$	\$
25% Required Match	\$ 17,586	\$	\$	\$ 17,586	\$	\$	\$	\$	\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 86,171</b>	<b>\$</b>	<b>\$</b>	<b>\$ 17,586</b>	<b>\$</b>	<b>\$</b>	<b>\$ 68,585</b>	<b>\$</b>	<b>\$</b>

Total W/O Match \$ 68,585

Exhibit C-2, Budget

FIT - Concord Community Permanent Supportive Housing  
 CoC Funds - NHO060LIT002210

SFY2024 - 9/1/23-6/30/24

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Leasing	\$ 181,953	\$	\$	\$	\$	\$	\$ 181,953	\$	\$
Supportive Services	\$ 28,508	\$	\$	\$	\$	\$	\$ 28,508	\$	\$
Administration	\$ 3,968	\$	\$	\$	\$	\$	\$ 3,968	\$	\$
25% Required Match	\$ 49,100	\$	\$	\$ 49,100	\$	\$	\$	\$	\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 241,530</b>	<b>\$</b>	<b>\$</b>	<b>\$ 49,100</b>	<b>\$</b>	<b>\$</b>	<b>\$ 182,430</b>	<b>\$</b>	<b>\$</b>

SFY2025 - 7/1/24-8/31/24

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Leasing	\$ 32,380	\$	\$	\$	\$	\$	\$ 32,380	\$	\$
Supportive Services	\$ 5,302	\$	\$	\$	\$	\$	\$ 5,302	\$	\$
Administration	\$ 784	\$	\$	\$	\$	\$	\$ 784	\$	\$
25% Required Match	\$ 9,820	\$	\$	\$ 9,820	\$	\$	\$	\$	\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 48,366</b>	<b>\$</b>	<b>\$</b>	<b>\$ 9,820</b>	<b>\$</b>	<b>\$</b>	<b>\$ 38,546</b>	<b>\$</b>	<b>\$</b>

TOTAL - 9/1/23-8/31/24

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Leasing	\$ 194,343	\$	\$	\$	\$	\$	\$ 194,343	\$	\$
Supportive Services	\$ 31,811	\$	\$	\$	\$	\$	\$ 31,811	\$	\$
Administration	\$ 4,782	\$	\$	\$	\$	\$	\$ 4,782	\$	\$
25% Required Match	\$ 58,820	\$	\$	\$ 58,820	\$	\$	\$	\$	\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 289,636</b>	<b>\$</b>	<b>\$</b>	<b>\$ 84,920</b>	<b>\$</b>	<b>\$</b>	<b>\$ 230,916</b>	<b>\$</b>	<b>\$</b>

Total W/O Match \$ 230,916

Exhibit C-3, Budget

FIT - 9 Oddfellows Ave. (f.n.a. Concord Permanent Housing Program)  
CoC Funds - NH0007L1TD02215

SFY2025 - 7/1/24-6/30/25

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 66,827	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,827	\$ -	\$ -
Administration	\$ 1,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750	\$ -	\$ -
25% Required Match	\$ 17,500	\$ -	\$ -	\$ 17,500	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 86,171</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 68,585</b>	<b>\$ -</b>	<b>\$ -</b>

TOTAL - 7/1/24-6/30/25

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 66,827	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,827	\$ -	\$ -
Administration	\$ 1,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,750	\$ -	\$ -
25% Required Match	\$ 17,500	\$ -	\$ -	\$ 17,500	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 86,171</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 17,500</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 68,585</b>	<b>\$ -</b>	<b>\$ -</b>

Total WFO Match \$ 68,585

Exhibit C-4, Budget

FIT - Concord Community Permanent Supportive Housing  
 CoC Funds - NH0060L1T002210

SFY2025 - 9/1/24-6/30/25

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Leasing	\$ 161,053	\$	\$	\$	\$	\$	\$ 161,053	\$	\$
Supportive Services	\$ 28,500	\$	\$	\$	\$	\$	\$ 28,500	\$	\$
Administration	\$ 3,000	\$	\$	\$	\$	\$	\$ 3,000	\$	\$
25% Required Match	\$ 49,100	\$	\$	\$ 49,100	\$	\$	\$	\$	\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 241,653</b>	<b>\$</b>	<b>\$</b>	<b>\$ 49,100</b>	<b>\$</b>	<b>\$</b>	<b>\$ 192,430</b>	<b>\$</b>	<b>\$</b>

SFY2026 - 7/1/25-6/31/25

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Leasing	\$ 32,300	\$	\$	\$	\$	\$	\$ 32,300	\$	\$
Supportive Services	\$ 5,302	\$	\$	\$	\$	\$	\$ 5,302	\$	\$
Administration	\$ 784	\$	\$	\$	\$	\$	\$ 784	\$	\$
25% Required Match	\$ 9,820	\$	\$	\$ 9,820	\$	\$	\$	\$	\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 48,206</b>	<b>\$</b>	<b>\$</b>	<b>\$ 9,820</b>	<b>\$</b>	<b>\$</b>	<b>\$ 38,486</b>	<b>\$</b>	<b>\$</b>

TOTAL - 9/1/24-6/31/25

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Leasing	\$ 194,343	\$	\$	\$	\$	\$	\$ 194,343	\$	\$
Supportive Services	\$ 31,811	\$	\$	\$	\$	\$	\$ 31,811	\$	\$
Administration	\$ 4,782	\$	\$	\$	\$	\$	\$ 4,782	\$	\$
25% Required Match	\$ 68,920	\$	\$	\$ 68,920	\$	\$	\$	\$	\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 299,856</b>	<b>\$</b>	<b>\$</b>	<b>\$ 68,920</b>	<b>\$</b>	<b>\$</b>	<b>\$ 230,916</b>	<b>\$</b>	<b>\$</b>

Total W/O Match \$ 230,916

Exhibit C-5, Budget

FIT - 9 Oddfellows Ave. (f.n.a. Concord Permanent Housing Program)  
 CoC Funds - NH0007LLT002215

SFY2026 - 7/1/25-6/30/26

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 66,827	\$	\$	\$	\$	\$	\$ 66,827	\$	\$
Administration	\$ 1,758	\$	\$	\$	\$	\$	\$ 1,758	\$	\$
25% Required Match	\$ 17,580	\$	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 86,171</b>	<b>\$</b>	<b>\$</b>	<b>\$ 17,580</b>	<b>\$</b>	<b>\$</b>	<b>\$ 68,585</b>	<b>\$</b>	<b>\$</b>

TOTAL - 7/1/25-6/30/26

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 66,827	\$	\$	\$	\$	\$	\$ 66,827	\$	\$
Administration	\$ 1,758	\$	\$	\$	\$	\$	\$ 1,758	\$	\$
25% Required Match	\$ 17,580	\$	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 86,171</b>	<b>\$</b>	<b>\$</b>	<b>\$ 17,580</b>	<b>\$</b>	<b>\$</b>	<b>\$ 68,585</b>	<b>\$</b>	<b>\$</b>

Total W/O Match \$ 68,585

Exhibit C-6, Budget

FIT - Concord Community Permanent Supportive Housing  
 CoC Funds - NH0060L1T002210

SFY2026 - 9/1/25-6/30/26

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Leasing	\$ 161,953	\$	\$	\$	\$	\$	\$ 161,953	\$	\$
Supportive Services	\$ 28,500	\$	\$	\$	\$	\$	\$ 28,500	\$	\$
Administration	\$ 3,968	\$	\$	\$	\$	\$	\$ 3,968	\$	\$
25% Required Match	\$ 49,100	\$	\$	\$ 49,100	\$	\$	\$	\$	\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 243,521</b>	<b>\$</b>	<b>\$</b>	<b>\$ 49,100</b>	<b>\$</b>	<b>\$</b>	<b>\$ 194,421</b>	<b>\$</b>	<b>\$</b>

SFY2027 - 7/1/26-6/30/26

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Leasing	\$ 32,300	\$	\$	\$	\$	\$	\$ 32,300	\$	\$
Supportive Services	\$ 5,302	\$	\$	\$	\$	\$	\$ 5,302	\$	\$
Administration	\$ 794	\$	\$	\$	\$	\$	\$ 794	\$	\$
25% Required Match	\$ 9,820	\$	\$	\$ 9,820	\$	\$	\$	\$	\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 48,216</b>	<b>\$</b>	<b>\$</b>	<b>\$ 9,820</b>	<b>\$</b>	<b>\$</b>	<b>\$ 38,396</b>	<b>\$</b>	<b>\$</b>

TOTAL - 9/1/25-6/30/26

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Leasing	\$ 194,253	\$	\$	\$	\$	\$	\$ 194,253	\$	\$
Supportive Services	\$ 33,812	\$	\$	\$	\$	\$	\$ 33,812	\$	\$
Administration	\$ 4,762	\$	\$	\$	\$	\$	\$ 4,762	\$	\$
25% Required Match	\$ 58,920	\$	\$	\$ 58,920	\$	\$	\$	\$	\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 291,747</b>	<b>\$</b>	<b>\$</b>	<b>\$ 58,920</b>	<b>\$</b>	<b>\$</b>	<b>\$ 232,827</b>	<b>\$</b>	<b>\$</b>

Total WYO Match \$ 230,918

Exhibit C-7, Budget

FIT - 9 Oddfellows Ave. (f.n.a. Concord Permanent Housing Program)  
CoC Funds - NH0007LIT002215

SFY2027 - 7/1/26-6/30/27

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 66,827	\$	\$	\$	\$	\$	\$ 66,827	\$	\$
Administration	\$ 1,758	\$	\$	\$	\$	\$	\$ 1,758	\$	\$
25% Required Match	\$ 17,500	\$	\$	\$ 17,500	\$	\$	\$	\$	\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 86,171</b>	<b>\$</b>	<b>\$</b>	<b>\$ 17,500</b>	<b>\$</b>	<b>\$</b>	<b>\$ 68,685</b>	<b>\$</b>	<b>\$</b>

TOTAL - 7/1/26-6/30/27

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Supportive Services	\$ 66,827	\$	\$	\$	\$	\$	\$ 66,827	\$	\$
Administration	\$ 1,758	\$	\$	\$	\$	\$	\$ 1,758	\$	\$
25% Required Match	\$ 17,500	\$	\$	\$ 17,500	\$	\$	\$	\$	\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 86,171</b>	<b>\$</b>	<b>\$</b>	<b>\$ 17,500</b>	<b>\$</b>	<b>\$</b>	<b>\$ 68,685</b>	<b>\$</b>	<b>\$</b>

Total WFO Match \$ 66,585

Exhibit C-8, Budget

FIT - Concord Community Permanent Supportive Housing  
 CoC Funds - NH006011T002210

SFY2027 - 9/1/26-6/30/27

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Leasing	\$ 161,653	\$	\$	\$	\$	\$	\$ 161,653	\$	\$
Supportive Services	\$ 26,606	\$	\$	\$	\$	\$	\$ 26,606	\$	\$
Administration	\$ 3,968	\$	\$	\$	\$	\$	\$ 3,968	\$	\$
25% Required Match	\$ 49,100	\$	\$	\$ 49,100	\$	\$	\$	\$	\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 241,327</b>	<b>\$</b>	<b>\$</b>	<b>\$ 49,100</b>	<b>\$</b>	<b>\$</b>	<b>\$ 192,227</b>	<b>\$</b>	<b>\$</b>

SFY2028 - 7/1/27-8/31/27

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Leasing	\$ 32,360	\$	\$	\$	\$	\$	\$ 32,360	\$	\$
Supportive Services	\$ 5,302	\$	\$	\$	\$	\$	\$ 5,302	\$	\$
Administration	\$ 794	\$	\$	\$	\$	\$	\$ 794	\$	\$
25% Required Match	\$ 9,820	\$	\$	\$ 9,820	\$	\$	\$	\$	\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 48,256</b>	<b>\$</b>	<b>\$</b>	<b>\$ 9,820</b>	<b>\$</b>	<b>\$</b>	<b>\$ 38,436</b>	<b>\$</b>	<b>\$</b>

TOTAL - 9/1/26-8/31/27

Activity Name	TOTAL PROGRAM COST			CONTRACTOR SHARE			BHS SHARE		
	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY	BUDGET	YTD	MONTHLY
Leasing	\$ 194,013	\$	\$	\$	\$	\$	\$ 194,013	\$	\$
Supportive Services	\$ 31,911	\$	\$	\$	\$	\$	\$ 31,911	\$	\$
Administration	\$ 4,762	\$	\$	\$	\$	\$	\$ 4,762	\$	\$
25% Required Match	\$ 58,920	\$	\$	\$ 58,920	\$	\$	\$	\$	\$
<b>TOTAL HUD FUNDS/BALANCE</b>	<b>\$ 289,606</b>	<b>\$</b>	<b>\$</b>	<b>\$ 84,920</b>	<b>\$</b>	<b>\$</b>	<b>\$ 204,686</b>	<b>\$</b>	<b>\$</b>

Total WFO Match \$ 230,916

New Hampshire Department of Health and Human Services  
Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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



New Hampshire Department of Health and Human Services  
Exhibit D

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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Vendor Name: FIT-NHNN, Inc

5/26/2023

Date

DocuSigned by:

Maria Devlin

Name: Maria Devlin

Title: President & CEO



New Hampshire Department of Health and Human Services  
Exhibit E

**CERTIFICATION REGARDING LOBBYING**

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

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

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

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

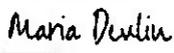
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: FIT-NHH, Inc

5/26/2023

Date

DocuSigned by:  
  
 Name: Maria Devlin  
 Title: President & CEO

New Hampshire Department of Health and Human Services  
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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New Hampshire Department of Health and Human Services  
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: FIT-NH, Inc

5/26/2023  
Date

DocuSigned by:  
Maria Devlin  
Name: Maria Devlin  
Title: President & CEO

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MD



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



New Hampshire Department of Health and Human Services  
Exhibit G

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

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

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

Contractor Name: FIT-NHH, Inc

5/26/2023

Date

DocuSigned by:

Maria Devlin

Name: Maria Devlin

Title: President & CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations, and Whistleblower protections

Contractor Initials

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New Hampshire Department of Health and Human Services  
Exhibit H

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: FIT-NHHH, Inc

5/26/2023

Date

DocuSigned by:

*Maria Devlin*

Name: Maria Devlin

Title: President & CEO



New Hampshire Department of Health and Human Services

Exhibit I

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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New Hampshire Department of Health and Human Services

Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Contractor Initials MS

Date 5/26/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Contractor Initials MT

Date 5/26/2023



New Hampshire Department of Health and Human Services

Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate

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New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

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Date 5/26/2023



New Hampshire Department of Health and Human Services

Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

FIT-NHNH, Inc

The State by:

Name of the Contractor

*Katja S. Fox*

*Maria Devlin*

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Maria Devlin

Name of Authorized Representative  
Director

Name of Authorized Representative

Title of Authorized Representative

President & CEO

Title of Authorized Representative

5/30/2023

5/26/2023

Date

Date

New Hampshire Department of Health and Human Services  
Exhibit J



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name: FIT-NHNN, Inc

5/26/2023

Date

DocuSigned by:

Maria Devlin  
Name: Maria Devlin  
Title: President & CEO

Contractor Initials

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MD

Date 5/26/2023



New Hampshire Department of Health and Human Services  
Exhibit J

**FORM A**

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

- The UEI (SAM.gov) number for your entity is: CVHFYSRJ6EQ6
- 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:

- 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:

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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

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whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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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 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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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

**V. LOSS REPORTING**

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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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