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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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May 6, 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 Cross Roads House, Inc. (VC #166570), Portsmouth, NH, to continue the operation of a cold weather solutions shelter program for individuals and families experiencing homelessness, by exercising a contract renewal option, by increasing the price limitation by \$160,000 from \$160,000 to \$320,000 and by extending the completion date from June 30, 2025 to June 30, 2027, effective July 1, 2025, upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on September 20, 2023 (Item #41) and amended on June 12, 2024 (Item #22).

Funds are anticipated to be available in State Fiscal Years 2026 and 2027, 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.

05-095-042-423010-63850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIVISION, HOMELESS & HOUSING, HOMELESS & HOUSING SHELTER FD, 100% GENERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Prog Svc	42307021	\$80,000	\$0	\$80,000
2025	102-500731	Contracts for Prog Svc	42307021	\$80,000	\$0	\$80,000
			Subtotal	\$160,000	\$0	\$160,000

05-095-092-921510-31700000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIV BEHAVIORAL HEALTH, HOMELESS & HOUSING, HOUSING - SHELTER PROGRAM, 100% GENERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2026	102-500731	Contracts for Prog Svc	92157021	\$0	\$80,000	\$80,000
2027	102-500731	Contracts for Prog Svc	92157021	\$0	\$80,000	\$80,000
			Subtotal	\$0	\$160,000	\$160,000
Total				\$160,000	\$160,000	\$320,000

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source be identified as sole source. The Department published a Request for Applications (RFA) in June 2023 to select one provider in each county to assist with the operation of a cold weather solutions shelter program. Responses were received from all counties except Rockingham County. The Contractor was identified as the only known vendor able to provide the necessary services in Rockingham County due to their previous experience providing cold weather program services in that county.

The purpose of this request is to exercise an available contract renewal option for the Contractor to continue the operation of cold weather solutions shelter program for individuals and families experiencing homelessness in Rockingham County and to continue assisting with the mitigation of negative outcomes of homelessness during the winters and colder months.

Approximately 60 individuals each winter who are experiencing homelessness and who need appropriate shelter during the winter and cold-weather months will be served through June 30, 2027.

The Contractor will continue to provide access to emergency shelter and related services to individuals and families who are unable to access year-round emergency shelter services. The Contractor will also continue to engage with all municipalities and related service providers in Rockingham County and offer a variety of solutions reflective of the needs of the county, such as shelters, hotel stays, warming centers, coordination of referrals to related services and transportation to shelter solutions.

The Department will continue monitoring services through monthly meetings with the Contractor and ongoing assessment of the Contractor's monthly reports.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the original agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for two (2) years of the remaining two (2) years available.

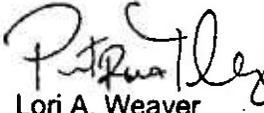
Should the Governor and Council not authorize this request, there will be a gap in emergency cold weather services in Rockingham County during the winters and colder months.

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
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leaving individuals experiencing unsheltered homelessness without the fatality preventions provided by this critical safety net service.

Area served: Rockingham County.

Respectfully submitted,


f Lori A. Weaver
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item# 41), as amended on June 12, 2024 (Item# 22), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2027
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$320,000
3. Modify Exhibit B, Scope of Services, Section 1.3.3., to read:
1.3.3. Provide a time limited shelter, with no pre-conditions for entry during cold weather. Terminations from shelter must only be due to safety concerns.
4. Modify Exhibit C, Payment Terms, Section 3., to read:
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved line items, as specified in Exhibit C-1 Budget through Exhibit C-4 Budget, Amendment #2.
5. Add Exhibit C-3 Budget, Amendment #2, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-4 Budget, Amendment #2, which is attached hereto and incorporated by reference herein.

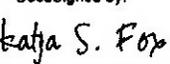
All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

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

4/4/2025

Date

DocuSigned by:


2A8F5C2D81634F3...
Name: Katja S. Fox
Title: Director

Cross Roads House, Inc.

4/3/2025

Date

Signed by:


17B42DF13381408...
Name: Anna Vorsteg
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

4/17/2025

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)

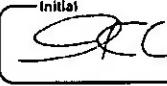
OFFICE OF THE SECRETARY OF STATE

Date

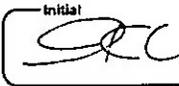
Name:

Title:

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name:	Cross Roads House, Inc.
Budget Request for:	Cold Weather Shelter Program
Budget Period	7/1/2025 - 6/30/2026
Indirect Cost Rate (if applicable)	6.67%
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$48,000
2. Fringe Benefits	
3. Consultants	
5.(a) Supplies - Educational	
5.(b) Supplies - Lab	
5.(c) Supplies - Pharmacy	
5.(d) Supplies - Medical	\$1,000
5.(e) Supplies Office	\$1,500
6. Travel	
7. Software	
8. (a) Other - Marketing/Communications	
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	
Food	\$5,000
Other - Transportation, Gift Cards, Cots, Blankets, Totes, Pillows, Masks, Gloves, Hygiene Products, Laundry supplies, Laundry Equipment, Emergency & Routine R&M - Facilities, Janitorial Supplies, Snow Removal, Housekeeping	\$19,500
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	
Total Direct Costs	\$75,000
Total Indirect Costs	\$5,000
TOTAL	\$80,000

Contractor Initial 
 Date 4/3/2025

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name:	Cross Roads House, Inc.
Budget Request for:	Cold Weather Shelter Program
Budget Period	7/1/2026 - 6/30/2027
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5.(e) Supplies Office	\$1,500
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7. Software	
8. (a) Other - Marketing/Communications	
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	
Food	\$5,000
Other - Transportation, Gift Cards, Cots, Blankets, Totes, Pillows, Masks, Gloves, Hygiene products, Laundry supplies, Laundry Equipment, Emergency & Routine R&M - Facilities, Janitorial Supplies, Snow Removal, Housekeeping	\$19,500
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	
Total Direct Costs	\$75,000
Total Indirect Costs	\$5,000
TOTAL	\$80,000

Contractor Initial 
 Date 4/3/2025

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 62166

Certificate Number: 0006193525



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

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Jason D. Gregoire, hereby certify that:

1. I am the duly elected Secretary of the Cross Roads House Board of Directors.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on March 25, 2025, at which a quorum of the Directors were present and voting.

VOTED: That Anna Kay Vorsteg, Executive Director, is duly authorized on behalf of Cross Roads House to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: April 2, 2025



Jason D. Gregoire (Apr 2, 2025 11:29 EDT)

Signature of Elected Officer
Name: Jason D. Gregoire
Title: Board Secretary

• **Cross Roads House Mission:**

At Cross Roads House:

- **We protect men, women and children experiencing homelessness in the Greater Seacoast area from exposure and hunger.**
- **We provide secure, transitional shelter for those seeking to break the cycle of homelessness.**
- **We support individuals and families by providing them with the opportunity to move with dignity and purpose to stable and decent housing.**



FINANCIAL STATEMENTS

**June 30, 2024 and 2023
With Independent Auditor's Report**





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Cross Roads House, Inc.

Opinion

We have audited the accompanying financial statements of Cross Roads House, Inc. (the Organization), which comprise the statements of financial position as of June 30, 2024 and 2023, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2024 and 2023, and the changes in its net assets and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles (U.S. GAAP).

Basis for Opinion

We conducted our audits 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 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 audits. 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 financial statements, the Organization adopted Financial Accounting Standards Board Accounting Standards Update 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, and related guidance as amended, during the year ended June 30, 2024. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the 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 financial statements that are free from material misstatement, whether due to fraud or error.

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

Board of Directors
Cross Roads House, Inc.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with 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 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 financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the 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 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.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 4, 2024

CROSS ROADS HOUSE, INC.
Statements of Financial Position
June 30, 2024 and 2023

	<u>2024</u>	<u>2023</u>
ASSETS		
Current assets		
Cash	\$ 2,670,774	\$ 1,766,126
Tenant accounts receivable	-	91
Grants receivable	505,942	180,597
Prepaid expenses and other current assets	<u>81,696</u>	<u>40,385</u>
Total current assets	3,258,412	1,987,199
Tenant security deposits	-	6,384
Property and equipment, net	4,294,585	4,807,393
Investments	3,479,469	3,092,702
Beneficial interest in an agency fund	<u>154,076</u>	<u>142,633</u>
Total assets	<u>\$ 11,186,542</u>	<u>\$ 10,036,311</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	\$ 13,066	\$ 23,213
Accounts payable and accrued expenses	60,889	38,802
Accrued payroll and related amounts	<u>126,058</u>	<u>74,624</u>
Total current liabilities	200,013	136,639
Tenant security deposits	-	6,384
Long-term debt, net	<u>237,480</u>	<u>487,822</u>
Total liabilities	<u>437,493</u>	<u>630,845</u>
Net assets		
Without donor restrictions		
Board-designated	3,263,860	2,887,702
Undesignated	<u>7,269,580</u>	<u>6,312,764</u>
Total without donor restrictions	10,533,440	9,200,466
With donor restrictions	<u>215,609</u>	<u>205,000</u>
Total net assets	<u>10,749,049</u>	<u>9,405,466</u>
Total liabilities and net assets	<u>\$ 11,186,542</u>	<u>\$ 10,036,311</u>

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

CROSS ROADS HOUSE, INC.

Statements of Activities

Years Ended June 30, 2024 and 2023

	2024			2023		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Revenue and support						
Government grants	\$ 1,647,993	\$ -	\$ 1,647,993	\$ 1,443,520	\$ -	\$ 1,443,520
Town warrants	97,450	-	97,450	94,950	-	94,950
Contributions	1,516,537	-	1,516,537	1,589,677	-	1,589,677
Rental income	59,950	-	59,950	74,584	-	74,584
Fundraising, net of direct expense of \$52,698 and \$107,049, respectively	617,256	-	617,256	526,422	-	526,422
Gain from sale of property and equipment	149,691	-	149,691	-	-	-
Other revenue	113,430	-	113,430	-	-	-
Net assets released from restrictions	-	-	-	150,000	(150,000)	-
Total revenue and support	4,202,307	-	4,202,307	3,879,153	(150,000)	3,729,153
Expenses						
Program services	2,521,264	-	2,521,264	2,325,855	-	2,325,855
General and administrative	445,930	-	445,930	598,659	-	598,659
Fundraising	353,431	-	353,431	318,320	-	318,320
Total expenses	3,320,625	-	3,320,625	3,242,834	-	3,242,834
Change in net assets from operations	881,682	-	881,682	636,319	(150,000)	486,319
Other changes						
Investment return, net of fees	451,292	10,609	461,901	218,574	-	218,574
Contributions for long-term purposes	-	-	-	-	205,000	205,000
Total other changes	451,292	10,609	461,901	218,574	205,000	423,574
Change in net assets	1,332,974	10,609	1,343,583	854,893	55,000	909,893
Net assets, beginning of year	9,200,466	205,000	9,405,466	8,345,573	150,000	8,495,573
Net assets, end of year	\$ 10,533,440	\$ 215,609	\$ 10,749,049	\$ 9,200,466	\$ 205,000	\$ 9,405,466

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

CROSS ROADS HOUSE, INC.

Statements of Functional Expenses

Years Ended June 30, 2024 and 2023

	2024			2023				
	Program Services	General and Administrative	Fundraising	Total	Program Services	General and Administrative	Fundraising	Total
Salaries and benefits								
Management salaries	\$ -	\$ 228,465	\$ -	\$ 228,465	\$ 122,967	\$ 220,536	\$ 83,435	\$ 426,938
Salaries and wages	1,195,134	28,456	199,189	1,422,779	922,436	107,198	56,752	1,086,386
Employee benefits	159,518	26,586	18,406	204,510	119,884	29,560	14,780	164,224
Payroll taxes	101,714	21,190	18,365	141,269	126,794	31,264	15,632	173,690
Total salaries and benefits	1,456,366	304,697	235,960	1,997,023	1,292,081	388,558	170,599	1,851,238
Other expenses								
Professional fees	1,262	46,860	-	48,122	7,419	13,396	-	20,815
Bad debt	-	1,232	2,875	4,107	-	7,176	16,745	23,921
Office and administration	104,697	75,367	74,957	255,021	26,881	66,408	64,830	158,119
Utilities	97,374	4,188	3,141	104,703	88,063	23,417	11,671	123,151
Repairs and maintenance	231,231	-	-	231,231	257,172	45,575	22,787	325,534
Interest	25,817	538	538	26,893	22,199	5,474	2,737	30,410
Insurance	25,530	1,098	824	27,452	46,589	11,488	5,744	63,821
Food	-	-	-	-	31,414	-	-	31,414
COVID expenses	-	-	-	-	57,457	-	-	57,457
Residential services	359,524	-	-	359,524	341,107	-	-	341,107
Volunteer and board development	-	-	-	-	-	-	3,583	3,583
Miscellaneous	9,361	2,096	27,809	39,266	-	-	-	-
Depreciation	203,489	8,752	6,564	218,805	150,204	37,038	18,518	205,760
Staff and program development	6,613	1,102	763	8,478	5,269	129	1,106	6,504
Total expenses	\$ 2,521,264	\$ 445,930	\$ 353,431	\$ 3,320,625	\$ 2,325,855	\$ 598,659	\$ 318,320	\$ 3,242,834

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

CROSS ROADS HOUSE, INC.

Statements of Cash Flows

Years Ended June 30, 2024 and 2023

	<u>2024</u>	<u>2023</u>
Cash flows from operating activities		
Change in net assets	\$ 1,343,583	\$ 909,893
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Net realized and unrealized investment gain on investments	(336,623)	(135,981)
Gain from sale of property	(149,691)	-
Contributions for long-term purposes	-	(205,000)
Depreciation	218,805	205,760
Amortization	162	162
Change in operating assets and liabilities		
Tenant accounts receivable	91	6,210
Grants receivable	(325,345)	(84,896)
Contributions receivable	-	15,867
Prepaid expenses and other current assets	(41,311)	7,621
Accounts payable and accrued expenses	22,087	1,038
Accrued payroll and related amounts	<u>51,434</u>	<u>31,788</u>
Net cash provided by operating activities	<u>783,192</u>	<u>752,462</u>
Cash flows from investing activities		
Purchases of investments	(50,144)	(899,837)
Change in beneficial interest in an agency fund	(11,443)	1,834
Purchase of property and equipment	(106,306)	(112,761)
Proceeds from sale of property and equipment	<u>550,000</u>	<u>-</u>
Net cash provided (used) by investing activities	<u>382,107</u>	<u>(1,010,764)</u>
Cash flows from financing activities		
Principal payments on long-term debt	(260,651)	(22,726)
Contributions received for long-term purposes	<u>-</u>	<u>205,000</u>
Net cash (used) provided by financing activities	<u>(260,651)</u>	<u>182,274</u>
Net change in cash	904,648	(76,028)
Cash, beginning of year	<u>1,766,126</u>	<u>1,842,154</u>
Cash, end of year	<u>\$ 2,670,774</u>	<u>\$ 1,766,126</u>

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

CROSS ROADS HOUSE, INC.

Notes to Financial Statements

June 30, 2024 and 2023

Organization

Cross Roads House, Inc. (the Organization), was organized March 24, 1982, under the laws of the State of New Hampshire. Operations of the Organization commenced on January 1, 1984. The purpose of the Organization is to provide safe and supportive emergency and transitional shelter to individuals and families experiencing homelessness in southeastern New Hampshire.

1. Summary of Significant Accounting Policies

A summary of the Organization's significant accounting policies consistently applied in the preparation of the accompanying financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) follows:

Recently Adopted Accounting Pronouncement

Financial Accounting Standards Board (FASB) issued Accounting Standards Update No. 2016-13, *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. The adoption of Topic 326 during the year ended June 30, 2024 did not have an impact on the financial statements of the Organization.

Basis of Presentation

Net assets and revenues, expenses, gains and losses are classified as follows based on the existence or absence of donor-imposed restrictions:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's 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 are to 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. At June 30, 2024 and 2023, the Organization did not have any funds to be maintained in perpetuity. At June 30, 2024 and 2023, the balance in net assets with donor restrictions was made up entirely from net assets that are temporarily restricted in nature from a single donor. The fund are to be used to fund clothing and shoe purchases for residents.

CROSS ROADS HOUSE, INC.

Notes to Financial Statements

June 30, 2024 and 2023

All contributions are considered to be contributions without donor restrictions 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 increases in net assets with donor restrictions. When a donor restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions. Contributions with donor restrictions whose restrictions are met in the same year as received are reflected as net assets without donor restrictions in the accompanying financial statements.

The Organization reports contributions of property or equipment as support without donor restrictions, unless explicit donor stipulations specify how the donated assets must be used. Contributions of long-lived assets with explicit restrictions that specify how the assets are to be used and contributions of cash or other assets that must be used to acquire long-lived assets are reported as contributions for long-term purposes with donor restrictions. Absent explicit donor stipulations about how those long-lived assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service.

Use of Estimates

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

Cash

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents for the purposes of the statements of cash flows. At June 30, 2024 and 2023, the Organization did not have any funds considered to be a cash equivalent.

Tenant Accounts, Grants and Contributions Receivable

Tenant accounts, grants and contributions receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to current year earnings and a credit to a valuation allowance based on its analysis of the Organization's past history and identification of trends for all funding sources in the aggregate. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to the related receivable. As of June 30, 2024 and 2023, management determined an allowance for uncollectible accounts was not necessary for tenant accounts, grants or contributions receivable.

CROSS ROADS HOUSE, INC.

Notes to Financial Statements

June 30, 2024 and 2023

Property and Equipment

Property and equipment are recorded at cost or, if donated, at their estimated value at date of receipt. Depreciation is calculated using the straight-line method over the estimated useful lives of the related assets as follows:

<u>Description</u>	<u>Estimated Lives</u>
Land improvements	15 years
Buildings and building improvements	15 - 40 years
Furniture, equipment and vehicles	7 - 10 years

Investments

Investments are stated at fair value, with the difference between cost and fair value being included in unrealized gains (losses) on investments. Interest income is recorded on the accrual basis. Dividend income is recorded on the ex-dividend date. Purchases and sales of investments are recorded on a trade date basis. Realized gains (losses) on investments sold are calculated using the average cost method.

Change in Net Assets from Operations

The statement of activities includes a measure of change in net assets from operations. Changes in net assets which are excluded from change in net assets from operations include investment return, net of the amounts distributed pursuant to the Organization's spending policy and investment fees, contributions or grant revenue which are donor restricted, and the release thereof when the Organization has complied with the donative restrictions.

Functional Allocation of Expenses

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

Income Taxes

The Organization is a not-for-profit corporation under Section 501(c)(3) of the Internal Revenue Code (Code) and is exempt from income taxes on related income pursuant to Section 501(a) of the Code.

Subsequent Events

For purposes of the presentation of these financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through November 4, 2024, which was the date that the financial statements were available to be issued.

CROSS ROADS HOUSE, INC.

Notes to Financial Statements

June 30, 2024 and 2023

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize the investment of its available funds. The Organization has various sources of liquidity at its disposal, including cash and a line of credit, as disclosed in Note 6.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing activities and general and administration, as well as the conduct of services undertaken to support those activities to be general expenditures.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

The following financial assets are expected to be available within one year of the statements of financial position date to meet general expenditures:

	<u>2024</u>	<u>2023</u>
Cash	\$ 2,670,774	\$ 1,766,126
Tenant accounts receivable	-	91
Grants receivable	<u>505,942</u>	<u>180,597</u>
Financial assets available within one year for general expenditure	<u>\$ 3,176,716</u>	<u>\$ 1,946,814</u>

The Organization has board-designated investments that are intended to support general operations at the discretion of the Board of Directors. Since the Board of Directors does not currently intend to use these board-designated investments and is expected to maintain these funds for a long-term purpose, they have not been included in the information above.

3. Property and Equipment

Property and equipment consisted of the following:

	<u>2024</u>	<u>2023</u>
Land	\$ 213,195	\$ 458,291
Land improvements	4,071	4,071
Buildings and building improvements	6,154,329	6,262,849
Furniture, equipment and vehicles	<u>565,625</u>	<u>536,348</u>
	6,937,220	7,261,559
Less accumulated depreciation	<u>(2,642,635)</u>	<u>(2,454,166)</u>
Property and equipment, net	<u>\$ 4,294,585</u>	<u>\$ 4,807,393</u>

CROSS ROADS HOUSE, INC.

Notes to Financial Statements

June 30, 2024 and 2023

4. Beneficial Interest in an Agency Fund

The Organization is a beneficiary of an agency fund maintained at the New Hampshire Charitable Foundation (NHCF). Pursuant to the terms of the resolution establishing this agency fund, property contributed by the Organization to NHCF is held as a separate fund designated for the benefit of the Organization. The Board of Directors of NHCF do not have the power to redesignate the funds contributed by the Organization. At June 30, 2024 and 2023, the estimated value of the future distributions from the agency fund in the amount of \$154,076 and \$142,633, respectively, is included in the statements of financial position as beneficial interest in an agency fund.

5. Fair Value Measurement

FASB Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value 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. FASB ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The standard describes three levels of inputs that may be used to measure fair value:

- 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 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.
- 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.

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

	Fair Value Measurements at June 30, 2024 Using:			
	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Investments				
Cash equivalents	\$ 490,234	\$ 490,234	\$ -	\$ -
Equity securities	1,501,719	1,501,719	-	-
Exchange traded funds	1,340,816	1,340,816	-	-
Mutual funds	<u>146,700</u>	<u>146,700</u>	-	-
Total investments	<u>\$ 3,479,469</u>	<u>\$ 3,479,469</u>	<u>\$ -</u>	<u>\$ -</u>
Beneficial interest in an agency fund	<u>\$ 154,076</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 154,076</u>

CROSS ROADS HOUSE, INC.

Notes to Financial Statements

June 30, 2024 and 2023

	Fair Value Measurements at June 30, 2023 Using:			
	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Investments				
Cash equivalents	\$ 461,030	\$ 461,030	\$ -	\$ -
Equity securities	1,271,765	1,271,765	-	-
Exchange traded funds	967,681	967,681	-	-
Mutual funds	<u>392,226</u>	<u>392,226</u>	-	-
Total investments	<u>\$ 3,092,702</u>	<u>\$ 3,092,702</u>	<u>\$ -</u>	<u>\$ -</u>
Beneficial interest in an agency fund	<u>\$ 142,633</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 142,633</u>

The fair value of the Organization's beneficial interest in an agency fund is categorized as a level 3 measurement because the interest is not marketable. The fair value of the assets held in the agency fund is based on the quoted market prices of the underlying assets. Due to the level of risk associated with the fair value of the underlying securities and the level of uncertainty related to changes in their value, it is at least reasonably possible that changes in risks in the near term would materially affect the amounts reported in the statements of financial position. Changes in fair value of the Organization's beneficial interest in the agency fund consisted of:

	<u>2024</u>	<u>2023</u>
Balance, beginning of year	\$ 142,633	\$ 144,467
Investment return	17,790	4,566
NHCF fee	(940)	(957)
Distributions	<u>(5,407)</u>	<u>(5,443)</u>
Balance, end of year	<u>\$ 154,076</u>	<u>\$ 142,633</u>

6. Line of Credit

The Organization has established a \$300,000 line of credit with Provident Bank with a current interest rate of 8.5%. The interest rate is directly tied to the Wall Street Journal Prime Rate with no margin. Accordingly, any changes to this rate will change the Organization's line of credit rate. There was no outstanding balance as of June 30, 2024 and 2023.

CROSS ROADS HOUSE, INC.

Notes to Financial Statements

June 30, 2024 and 2023

7. Long-Term Debt

Long-term debt consisted of the following:

	<u>2024</u>	<u>2023</u>
Note payable to Provident Bank, due in monthly installments of \$1,293 including interest at 4.69%, through August 2037; collateralized by real estate.	\$ 153,684	\$ 160,402
Note payable to Provident Bank, due in monthly installments of \$953 including interest at 5.62%, through August 2037; collateralized by real estate.	98,986	104,586
Note payable paid off in 2024	<u>-</u>	<u>248,333</u>
	252,670	513,321
Less current portion	13,066	23,213
Less unamortized debt issuance costs	<u>2,124</u>	<u>2,286</u>
Long-term debt, net	<u>\$ 237,480</u>	<u>\$ 487,822</u>

Future minimum principal payments of long-term debt are as follows:

2025	\$ 13,066
2026	13,865
2027	14,712
2028	15,577
2029	16,935
Thereafter	<u>178,515</u>
	<u>\$ 252,670</u>

Cash paid for interest approximates interest expense.

8. Concentration of Credit Risk

For the years ended June 30, 2024 and 2023, approximately 39% and 39%, respectively, of revenue and support of the Organization was derived from government grants.

CROSS ROADS HOUSE, INC.

Notes to Financial Statements

June 30, 2024 and 2023

9. Greenleaf Apartments

The Organization owned a 12-unit single room occupancy building in Portsmouth, New Hampshire. The property was sold for \$550,000 in May 2024, resulting in a gain on the sale of property of \$149,691. For the years ended June 30, 2024 and 2023, rental income was \$59,950 and \$74,584, respectively, and rental expenses were \$37,552 and \$59,827, respectively. Rental expenses are included in the statements of functional expenses as program expenses.

Name	Affiliation*	Committees	Term Began	Term Ends
Adams, Michael	Architect	Building	2016	2025
Bear, Bob	Retired	Program	2021	2027
Bellmare, Chris	Arista Networks	Development, Governance, Program	2020	2026
Bresette, Suzanne	Stratögé Partners	Executive, Program, Development	2007	2025
Brown, Bob Treasurer	Self employed/consultant	Finance	2011	2026
Clark, Lisa	B2W	Development	2021	2027
Cohen, Ken	Psychiatrist	Program	2013	2025
Dillon, Denis	McLane Middleton	Nominating & Governance, Development	2004	2027
Dvorak	Michael	Finance	2024	2027
Drew, Kathryn	Merrill Lynch Wealth Management/Bank of America Corp.	Nominating & Governance	1999	2027
Gibb, Brian	Drummond Group	Program	2022	2025
Goddard, Steve	Retired	Development	2019	2025
Gregoire, Jason Secretary	Sheehan Phinney	Governance	2021	2027
Mathews, Shaun	Retired	Finance, Program	2019	2025
Moore, Vanda Vice President	Sprague Energy	Executive, Development	2013	2025
Palmer, Theresa	State of New Hampshire	Program	2022	2025
Randolph, Maggie	GSD Studios	Building	2023	2026
Scourby, Lex	Chicken of the Sea Frozen Foods	Executive, Finance, Nominating & Governance, Development	2003	2027
Silva, Chuck President	Retired	Executive, Nominating & Governance	2015	2027
St. Jean, Ben Immediate Past President	Clipper Strategic Consulting, LLC	Executive, Finance, Building	2015	2027
Stevens, Rob	Rector, St. John's Episcopal Church	Program	2022	2025
Williamson, Andrea	Edward Jones	Finance	2022	2025
Yohr, Bruce	AEMC		2024	2027

CHRISTINE A. STOVER, MBA

PROFESSIONAL SUMMARY

Inspirational leader who has increased net income in every position held by exercising critical thinking, collaborative management, and analytical accountability.

PROFESSIONAL EXPERIENCE

Firehouse Center for the Arts, Newburyport, MA June 2021 – Present
Regional 191-seat performing arts center that produces plays, presents concerts and hosts community-based productions and events for 25,000+ visitors annually.

Director of Operations and Administration: Leadership Team Member handling all Finance, Human Resources, Facility Management, Front of House operations and 125+ volunteers corps.

- Oversee Facility Rental Program with 188% revenue growth vs. pre-pandemic levels.
- Drive 107% increase in Concessions Revenue compared to pre-pandemic levels.
- Realized 15% annual savings in recurring operational costs in the first year.
- Professionalize HR and Front of House operations by establishing processes, training and reporting.
- Assess and establish Commercial Cleaning Contract, Commercial and Medical Insurance, 401(k) Plan.
- Execute multiple deferred maintenance and facility enhancement projects to elevate patron experience.
- Quickbooks, Audience View and Spektrix proficient.

Infinity Global, Danville, VA May 2018 – May 2021
Privately-owned luxury retail packaging global supply chain company with \$110M revenue, eight offices in five countries, a distribution center and 11 third-party warehouses.

Account Manager: Strategic Business Unit Manager responsible for driving operational profitability for 15 global clients representing \$26M annual sales revenue through effective supply chain management.

- Responsible for \$26M in Sales and a team of 10 direct reports.
- Drove the Sales and Operations Plan for each brand and executed the corresponding Supply Plan.
- Worked collaboratively with clients and shared support services such as Purchasing, Logistics, Forecasting, Business Development and Creative to improve company profitability.
- Determine total cost-to-market including product cost, freight, duties, tariffs, taxes and handling.
- Hands-on detailed inventory and demand planning from brand to item level.

First Piedmont Waste and Recycling Solutions, Chatham, VA February 2005 – May 2018
Privately-owned regional company with \$36M in revenue, 90+ trucks, a landfill, two transfer stations and 150 employees.

Vice President of Sales and Support Services: 2011 – 2018. Led Accounting, Sales, Customer Service, Human Resources, Information Technology, Credit and Collections departments – a division totaling 19 employees.

- Restructured Sales Team which drove 36% increase in revenue since 2011.
- Created new pricing strategy which yielded three percentage-point increase in profitability since 2015.
- Realigned resources and personnel to improve efficiency, saving \$185K annual GS&A.
- Assisted CEO with acquisitions including valuation, negotiation and integration.
- Developed and utilized pro-forma tool for construction and operation of CNG fueling station.
- Constructed and implemented new performance review process for managers.
- Designed marketing plan using digital and asset-based promotion and community engagement.

CHRISTINE A. STOVER, MBA

Chief Administrative Officer and Special Projects Manager: 2008 – 2011. Worked directly with CEO on company-wide initiatives while leading Customer Service, Billing, AR, Payroll and Dispatch Departments.

- Reduced Customer Service Department staffing 15% through job evaluation and utilization of software.
- Instituted additional fees which generated \$36K annually.
- Spearheaded change to mechanic work order tracking system, linking productivity to compensation.
- Built driver productivity metrics system.

Chief Administrative Officer: 2005 – 2008. Led Customer Service, Billing, AR and Dispatch Departments. Performed all payroll duties including bi-weekly, quarterly and annual state and federal tax filings.

- Transformed Customer Service, Billing and Dispatch into a cohesive, efficient team while streamlining daily workflow and monthly billing processes.
- Wrote countless custom Crystal Reports to increase efficiency and internal and external communication.

Chatham Hall, Chatham, VA

August 1992 – February 2005

An all-girls college-preparatory boarding school founded in 1894 with students from around the world. Alumnae body of 4,000+ and operating budget of \$4M.

Director of Advancement: 2003 – 2005. Led team of seven professionals responsible for all fund raising, alumnae relations, school communications, gift recording, research, stewardship and event planning.

- Conceptualized and executed an integrated advancement plan resulting in \$2.5M in annual donations.
- Worked closely with Board of Trustees and major donors to realize school's Strategic Plan.

Director of Marketing and Communications: 2002 – 2003.

- Launched new institutional identity across multiple platforms with an annual budget of \$200,000.

Director of Admissions: 1997 – 2002. Led student recruitment under Board directive to increase enrollment.

- Increased new student enrollment 30% and total enrollment 15% while improving academic profile of recruits.
- Managed a \$750,000 Financial Aid budget.
- Traveled extensively domestically and internationally.

Director of Annual Fund and Alumnae Relations: 1992 – 1997. Created and executed fund-raising plan utilizing peer solicitation, extensive class agent network, direct mail, and telephone. Organized numerous alumnae events.

- Exceeded previous Annual Fund dollars raised five years in a row, breaking all institutional records.
- Worked in concert with Director of Advancement and Board of Trustees on \$21.5M Capital Campaign.

Assistant Buyer, Hecht's – A May Department Store, Arlington, VA

August 1989 – August 1992

EDUCATION

Master of Business Administration 2004

Averett University, Danville, VA

4.0 GPA

Bachelor of Arts in History 1989

University of Virginia, Charlottesville, VA

Echols Scholar

COMMUNITY LEADERSHIP

Board President: Danville Pittsylvania County Chamber of Commerce, Boys and Girls Clubs of the Danville Area, Woodlawn Academy. **Board Treasurer:** Virginia Museum of Natural History. **Board Member:** Institute for Advanced Learning and Research, Dan River Non-Profit Network, Danville Museum of Fine Arts and History.

References Available on Request

Michelle Smith

OBJECTIVE

To obtain a new and challenging position in a pleasant work environment, that offers the opportunity for professional development.

PROFESSIONAL STRENGTHS

- Detail-oriented
- Commitment to delivering superior customer service
- Team-oriented
- Technical proficiency
- Excellent communications skills
- Strong organizational skills
- Dedicated to timely project delivery
- Willing to learn new processes

EMPLOYMENT

Cross Roads House Homeless Shelter

Portsmouth NH

Case Manager Full Time

May 2022-Present

- Support and assist residents with housing and job search, budgeting, and financial management Practices, banking and credit repair, and self-advocacy.
- Assess residents for strengths and barriers, including housing, employment, mental health, substance use and criminal history.
- Recommend and support improvements in program and shelter operations as appropriate.
- Assess crisis situations and respond appropriately.
- Providing support and documentation to help our residents find safe, affordable housing.

Cross Roads House, Homeless shelter

Portsmouth NH

Direct care staff Part time

June 2012-May 2022

- Completing intakes
- Assisting with Donations
- Administering A/U when needed
- Breathalyzer residents when needed
- Keeping the shelter clean and safe.

Sports Medicine Atlantic Orthopedic

Portsmouth, NH

Billing Representative

September 2019-Present

- All Medicaid, Medicare/DME, Blue Cross/Blue Shield and Commercial billing
- File appeals on various insurance databases

12 Osprey Drive Portsmouth NH 03801 603-817-6299 Michellesmith3349@yahoo.com

- Locate and correct payment overages and reimburse insurance or patient
- Interpret EOBs and determine contractual obligation
- Interact with patients over the phone or in person to settle payments associated with their active or delinquent accounts

Frisbie Memorial Hospital

Patient Account Clerk

Rochester, NH

Feb 2010-September 2019

- Blue Cross Blue Shield and Medicaid Billing
- Input claim information into NH Medicaid billing system
- Locate and correct payment overages and reimburse insurance or patient
- Interpret EOBs and determine contractual obligation

The CCS Companies

UM Support/Legal Representative

Portsmouth, NH

July 1995- July 20009

- Responsible for auditing subrogation files
- Trace carrier information
- Locate "no-found" checks for the finance department since January 2006
- General Collections, Data Entry, Legal Clerk, Subrogation Collections, Skip Tracing, Restitution and Judgment Collections
- Forwarded subrogation and commercial files to Attorneys
- Follow up on status of legal accounts
- Monitoring accounts that are near deadline

Previous experience included 4-5 years management experience.

EDUCATION

- Hesser College 2 years
- Graduated Portsmouth High School

SKILLS

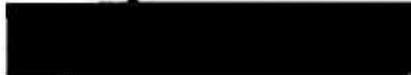
- Proficient in Microsoft Word, Excel and Power Point
- Capable of quickly learning new computer software, systems, and company processes
- I am an organized individual with excellent phone skills with a professional demeanor.

REFERENCES

Available upon request

4 ✓

Stephanie A. Bacon



EDUCATION

New England College, Henniker, New Hampshire
Bachelor of Arts, Business Administration
Associates in Applied Science, Accounting

VALUABLE SKILLS

Intuit products with a focus on Quickbooks Pro Desktop, beginning QBO training now
Solid MS Excel (up to intermediate) & Word experience
Adapts easily to other industry specific software and willing to train online for new programs

WORK HISTORY

1/19 to
12/20

MSJ, Dover, NH
Full Charge Bookkeeper/Office Administrator
Accounting to include daily data entry and reconciliation of 12 checking accounts, cash/credit card deposits from 6 brick & mortar stores and online sales, monthly sales tax reports/payments for ME and MA, Bi-weekly payroll for 20/30 employees using 3rd party payroll co., 1099 payments to contractors, tracked and filed all licenses needed, setup and maintained sales commission reports, Bookkeeping office relocated to Newburyport, MA from Dover, NH during COVID, unable to commute causing job change.

11/06 to
1/19

HCA, Kennebunk, ME
Bookkeeper/Office Administrator
Full Charge Bookkeeper for a small 501c (3) Art school, work included tracking & invoicing students/donor contributions, Accounts Payable & Receivable, bank account reconciliation, cash flow management, sales tax payments and reports for ME & MA, 941 & 940 deposits and reports, prepared QB files and Statement of Functional Expenses for accountant to complete Form 990, assisted with enrollment, certifying documents and fund-raising, managed on-site retail art supply store including ordering/tracking inventory & cash flow, founder of school has retired, classes & workshops have been relocated to Colorado

04/03 to
11/06

Fitness in Northern New England, Inc., York, ME
Bookkeeper/Office Administrator
Account reconciliation, A/P & A/R, cash flow analysis for 6 fitness centers/locations, banking, A/JE's, invoicing & sales tax reports for owner's second business
Owner successfully sold both businesses leading to position at HCA

09/00 to
04/03

McHenry Architecture, Terra Firma Landscape Architecture, Sumner Davis Architects
Bookkeeper/Office Administrator - Independent Contractor
Bookkeeping and Administrative support for all three businesses
payroll & tax deposits, 941 & 940 reports, A/JE's, account reconciliation, tracked architectural contracts and reimbursable expenses, monitored lines of credit and loans, administrative work as needed, all three businesses grew big enough to require full-time support which coincided with being hired to assist Fitness in Northern NE with the sale of their business

Stephanie Bacon

06/1998 to
present

Long Sands General Store, York, ME
Bookkeeper/Office Administrator

Bookkeeping and Administrative support for small Mom & Pop – Seasonal Business
Prepared payroll & tax deposits, 941 & 940 reports, AJE's, Bank Statement Reconciliation
Sales Tax deposits/reports, CPA Journal Entries to QBooks after annual review

As a Leddy Group employee, I have undergone a recent criminal background check
and all references have been verified.



Wildolfo Arvelo

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

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

Career Profile

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

Key Areas of Expertise:

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

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

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

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

Wildolfo Arvelo

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Professional Experience

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

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

Director, New Hampshire Division of Economic Development (BEA), Concord, NH (2018 – 2021)

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

Selected Highlights:

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

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

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

Selected Highlights:

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

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

Ashley Rennie, Former Student

Wildolfo Arvelo

Page 3

VP: Corporate and External Relations, Benjamin Franklin Institute of Technology, Boston, MA (2004 – 2007)

- Worked with the President on strategic initiatives. Collaborated with faculty and staff across the College. Nurtured collaborative relationships with Boston Public Schools and local business and industry. Oversaw the writing of the NEASC ten-year accreditation study and visit. Wrote and managed several Federal DOL grants. **Dean of Enrollment Services (2000 – 2003) / Director of Admissions (1998 – 2000), Benjamin Franklin Institute of Technology, Boston, MA**

- Oversaw marketing and enrollment strategies and spearheaded re-branding of the college with new name, logo, website and collateral. Restructured Financial Aid saving the college \$240,000 annually.

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

Community Engagement

Board Memberships Include:

Founder and Chair: Business Alliance for People of Color (2020-Present) / Virtual Learning Academy Charter School (VLACS) (2022-Present) / DOE K-12 Minimum Standards Task Force (2021) / Council for Thriving Children (2020 – 2021) / Benefits Cliff Working Group (2019 – 2021) / Chair: Governor's Commission on Mental Health Workforce Development (2019 – 2021) / New Hampshire Learning Initiative (2019 – Present) / NHSPCA (2018 – Present) / Small Business Development Center (2018 – 2021) / State Workforce Innovation Board (2018 – 2021) / Member: Seacoast NAACP (2018 – Present) / National Collaborative for Competency Based Learning (2018 – Present) / Foundation for Healthy Communities (2017 – 2018) / Foundation for Seacoast Health (2015 – 2017) / New Hampshire College and University Council (2007 – 2017) / NSF EPSCoR Statewide Committee (2014 – 2016) / New Hampshire Postsecondary Education Commission (2012 – 2014) / Foundation, Community College System of New Hampshire (2007 – 2017) / United Way of the Greater Seacoast (2011 – 2015) / UNH College of Life Sciences & Agriculture (2007 – 2009)

Awards and Recognition

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

Education & Certifications

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

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

David Hampson, CEO, Willis Towers Watson

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: Cross Roads House

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Wildolfo Arvelo	Executive Director	\$0.00	\$143,000.00
Christine Stover	Chief Operating Officer	\$3,000.00	\$110,000.00
Michelle Smith	Shelter Director	\$2,706.25	\$72,706.25
Stephanie Bacon	Finance Director	\$1,500.00	\$81,422.50
		\$0.00	\$0.00
		\$0.00	\$0.00

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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

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

May 15, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a **Sole Source** amendment to an existing contract with Cross Roads House, Inc. (VC#166570), Portsmouth, NH, for the continued provision of services to assist with the operation of a cold weather solutions shelter program for individuals and families experiencing homelessness, by exercising a contract renewal option by increasing the price limitation by \$80,000 from \$80,000 to \$160,000 and extending the completion date from June 30, 2024 to June 30, 2025, effective July 1, 2024, upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on September 20, 2023, item #41.

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

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102/500731	Contracts for Prog Svc	42307021	\$80,000	\$0	\$80,000
2025	102-500731	Contracts for Prog Svc	42307021	\$0	\$80,000	\$80,000
			Total	\$80,000	\$80,000	\$160,000

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. This amendment is in support of the Department's continued adherence to House Bill (HB) 2, Section 564 (2023) with funds continuing to be awarded to one provider in each county. The preliminary Point In Time count for 2024, which occurred on January 24, 2024, was used to calculate the funding allocation. The Department oversaw a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from June 29, 2023 through July 24, 2023. The Department received RFA responses from all counties except Rockingham County. The Department identified the Contractor as the only known vendor able to provide the necessary services because they have previous experience providing cold weather program services in Rockingham County.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

The purpose of this request is for the continued provision of services to assist with the operation of cold weather solutions shelter program for individuals and families experiencing homelessness and to continue to assist with the mitigation of negative outcomes of homelessness during the upcoming winter seasons.

Approximately 60 individuals who are experiencing homelessness, and who are in need of appropriate shelter during the winter and cold weather months, will be served during State Fiscal Year 2025.

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

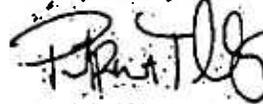
The Department will continue to monitor services by engaging in monthly meetings with the Contractor and reviewing the monthly reports provided by the Contractor.

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

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

Area served: Rockingham County.

Respectfully submitted,



Lori A. Weaver
Commissioner

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item #41), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$160,000
3. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget, Amendment #1.
4. Add Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

5/20/2024
Date

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

Cross Roads House, Inc.

5/20/2024
Date

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

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

OFFICE OF THE ATTORNEY GENERAL

5/20/2024

Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

BT-1.0

Exhibit C-2, Budget, Amendment #1

SS-2024-DBH-27-COLDW-01-A01

New Hampshire Department of Health and Human Services Complete one budget form for each budget period: Contractor Name: <u>Cross Roads House, Inc.</u> Budget Request for: <u>Cold Weather Shelter Program</u> Budget Period <u>7/1/24 - 6/30/25</u> Indirect Cost Rate (If applicable) _____	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$47,000
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$1,000
5.(e) Supplies Office	\$1,000
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$23,000
Food	\$13,000
Miscellaneous - transportation, gift cards, cots, blankets, plas	\$10,000
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$72,000
Total Indirect Costs	\$8,000
TOTAL	\$80,000

Contractor Initials: [Signature]
 Date: 5/20/2024

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Lori A. Weaver
Commissioner

Katja S. Fox
Director

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

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.dbhs.nh.gov

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August 21, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a Sole Source contract with Cross Roads House, Inc. (VC#166570), Portsmouth, NH, in the amount of \$80,000 for provision of services to assist with the operation of cold weather solutions for individuals and families experiencing homelessness, with the option to renew for up to three (3) additional years, effective October 1, 2023, upon Governor and Council approval, through June 30, 2024. 100% General Funds.

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

05-96-42-423010-63850000-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIVISION, HOMELESS AND HOUSING, HOMELESS & HOUSING SHELTER FD

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for Program Services	42307021	\$80,000
			Total	\$80,000

EXPLANATION

This request is Sole Source because there are no known viable alternatives to the services provided by the Contractor. The Department posted a Request for Applications for cold weather program services on its website from June 29, 2023 through July 24, 2023. Pursuant to House Bill (HB) 2 (2023), awards are intended to be made to one (1) vendor in each county. The Department received responses from all counties except Rockingham County. The Department identified the Contractor as the only known vendor able to provide the necessary services because they have previous experience providing cold weather program services.

The purpose of this request is for the provision of services to assist with the operation of cold weather solutions for individuals and families experiencing homelessness and to assist with the mitigation of negative outcomes of homelessness this upcoming winter. Pursuant to House Bill (HB) 2, Section 564, funds were made available to each county in the state. The funding

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

amount was determined by dividing half of the funds evenly across each county and then distributing the remaining half based on the January 2023 preliminary Point in Time (PIT) count data for each county. The Department is presenting a complementary agreements with providers representing the balance of counties to ensure statewide access.

Approximately 60 individuals who are experiencing homelessness, who are in need of appropriate shelter during the winter and cold weather months will be served during State Fiscal Year 2024.

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

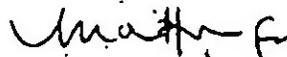
The Department will monitor services by engaging in monthly meetings with the Contractor and reviewing the monthly reports provided by the Contractor.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the attached agreements, the parties have the option to extend the agreements for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

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

Area served: Rockingham County.

Respectfully submitted,



Lori A. Weaver
Commissioner

Subject: Cold Weather Shelter Program (SS-2024-DBH-27-COLDW-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Cross Roads House, Inc.		1.4 Contractor Address 600 Lafayette Road Portsmouth, NH 03801	
1.5 Contractor Phone Number (603) 436-2218	1.6 Account Number 05-95-42-423010- 63850000-102-500731	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$80,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: <i>Will Arvelo</i> Date: 8/22/2023		1.12 Name and Title of Contractor Signatory Will Arvelo Executive Director	
1.13 State Agency Signature DocuSigned by: <i>Katja S. Fox</i> Date: 8/22/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Robert Quanno</i> On: 9/5/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES:

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1:17, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2023 ("Effective Date").

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

3.3. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

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

EXHIBIT B

Scope of Services

1. Statement of Work

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

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

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

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

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

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

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

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

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

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

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

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

1.3.4.1. Building maintenance and repair;

1.3.4.2. Security systems;

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**New Hampshire Department of Health and Human Services
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EXHIBIT B

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

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

EXHIBIT B

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

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

EXHIBIT B

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

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EXHIBIT B

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

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

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EXHIBIT B

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

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

1.14.2. Workspace Requirement

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

1.15. Contract End-of-Life Transition Services

1.15.1. General Requirements

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

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

**New Hampshire Department of Health and Human Services
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Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

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

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

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

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

1.15.2. Completion of Transition Services

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

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

1.15.3. Disagreement over Transition Services Results

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

2. Exhibits Incorporated

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

3.3. Credits and Copyright Ownership

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

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

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

- 3.3.3.1. Brochures.
- 3.3.3.2. Resource directories.
- 3.3.3.3. Protocols or guidelines.
- 3.3.3.4. Posters.
- 3.3.3.5. Reports.

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

3.4. Operation of Facilities: Compliance with Laws and Regulations

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

4. Records

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

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

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the

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

EXHIBIT B

Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

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

New Hampshire Department of Health and Human Services
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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to housingsupportsinvoices@dhhs.nh.gov, or mailed to:
Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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

EXHIBIT C

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$2,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 8.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1

SS-2024-DBH-27-COLDW-01

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <i>Cross Roads House, Inc.</i> Budget Request for: <i>Cold Weather Shelter Program</i> Budget Period: <i>10/1/23-6/30/24</i> Indirect Cost Rate (if applicable): <i>0.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$42,000
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	\$30,000
Food	\$20,000
Miscellaneous - transportation, gift cards, coats, blankets, plas	\$10,000
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$72,000
Total Indirect Costs	\$8,000
TOTAL	\$80,000

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A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

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

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/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.

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov