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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.dhhs.nh.gov

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 amend existing contracts with the Contractors listed below, which was a result of a competitive procurement, for the continued provision of services to assist with the operation of cold weather solutions for individuals and families experiencing homelessness, by exercising a contract renewal option, by increasing the total price limitation by $1,860,000 from $1,840,000 to $3,700,000 and by extending the completion dates from June 30, 2025 to June 30, 2027, effective July 1, 2025, upon Governor and Council approval. 100 % General Funds.

The original contracts were approved by Governor and Council on September 13, 2023, (Item #47), and most recently amended on June 12, 2024, (Item #30).

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
County of Merrimack Boscawen, NH	177435-B001	Merrimack County	$280,000	$330,000	$610,000
County of Strafford Dover, NH	177478-B001	Strafford County	$155,000	$200,000	$355,000
Nashua Soup Kitchen and Shelter, Inc. Nasha, NH	174173-P001	Hillsborough County	$495,000	$440,000	$935,000
Southwestern Community Services, Inc. Keene, NH	177511-B001	Cheshire and Sullivan Counties	$260,000	$240,000	$500,000
The Lakes Region Mental Health Center, Inc. Laconia, NH	154480-B001	Belknap County	$175,000	$190,000	$365,000
Tri-County Community Action Program, Inc. Berlin, NH	177195-B001	Coos and Grafton Counties	$260,000	$240,000	$500,000
Way Station North Conway, NH	339623-R001	Carroll County	$215,000	$220,000	$435,000
		Total:	$1,840,000	$1,860,000	$3,700,000

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.

See attached fiscal details.

EXPLANATION

The purpose of this request is to exercise an available contract renewal option for the Contractors to continue to provide access to emergency shelter and related services, specifically providing safety in cold weather to individuals and families who are unable to access year-round emergency shelter services. The Contractors assist with the operation of cold weather solutions for individuals and families experiencing homelessness and to continue assisting with the mitigation of negative outcomes of homelessness during the upcoming winter seasons.

Approximately 1,500 individuals will be served during State Fiscal Years 2026 and 2027.

The Contractors will continue engagement with all municipalities and related service providers for their county. Contractors will continuously 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 to monitor services by engaging in monthly meetings with the Contractors and reviewing the monthly reports provided by the Contractors.

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

Respectfully submitted,

Lori A. Weaver
Commissioner

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
County of Merrimack			*177435*			
2024	102-500731	Contracts for Prog Svs	42307021	$115,000	$0	$115,000
2025	102-500731	Contracts for Prog Svs	42307021	$165,000	$0	$165,000
			Subtotal	$280,000	$0	$280,000
County of Strafford			*177478*			
2024	102-500731	Contracts for Prog Svs	42307021	$55,000	$0	$55,000
2025	102-500731	Contracts for Prog Svs	42307021	$100,000	$0	$100,000
			Subtotal	$155,000	$0	$155,000
The Lakes Region Mental Health Center, Inc.			*154480*			
2024	102-500731	Contracts for Prog Svs	42307021	$80,000	$0	$80,000
2025	102-500731	Contracts for Prog Svs	42307021	$95,000	$0	$95,000
			Subtotal	$175,000	$0	$175,000
Nashua Soup Kitchen and Shelter			*174173*			
2024	102-500731	Contracts for Prog Svs	42307021	$275,000	$0	$275,000
2025	102-500731	Contracts for Prog Svs	42307021	$220,000	$0	$220,000
			Subtotal	$495,000	$0	$495,000
Southwestern Community Services			*177511*			
2024	102-500731	Contracts for Prog Svs	42307021	$140,000	$0	$140,000
2025	102-500731	Contracts for Prog Svs	42307021	$120,000	$0	$120,000
			Subtotal	$260,000	$0	$260,000
Tri-County Community Action Program			*177195*			
2024	102-500731	Contracts for Prog Svs	42307021	$140,000	$0	$140,000
2025	102-500731	Contracts for Prog Svs	42307021	$120,000	$0	$120,000
			Subtotal	$260,000	$0	$260,000
Way Station			*339623*			
2024	102-500731	Contracts for Prog Svs	42307021	$115,000	$0	$115,000
2025	102-500731	Contracts for Prog Svs	42307021	$100,000	$0	$100,000
			Subtotal	$215,000	$0	$215,000
			TOTALS	***$1,840,000***	***$0***	***$1,840,000***

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
County of Merrimack			*177435*			
2026	102-500731	Contracts for Prog Svs	92157021	$0	$165,000	$165,000
2027	102-500731	Contracts for Prog Svs	92157021	$0	$165,000	$165,000
			Subtotal	$0	$330,000	$330,000
County of Strafford			*177478*			
2026	102-500731	Contracts for Prog Svs	92157021	$0	$100,000	$100,000
2027	102-500731	Contracts for Prog Svs	92157021	$0	$100,000	$100,000
			Subtotal	$0	$200,000	$200,000
The Lakes Region Mental Health Center, Inc.			*154480*			
2026	102-500731	Contracts for Prog Svs	92157021	$0	$95,000	$95,000
2027	102-500731	Contracts for Prog Svs	92157021	$0	$95,000	$95,000
			Subtotal	$0	$190,000	$190,000
Nashua Soup Kitchen and Shelter			*174173*			
2026	102-500731	Contracts for Prog Svs	92157021	$0	$220,000	$220,000
2027	102-500731	Contracts for Prog Svs	92157021	$0	$220,000	$220,000
			Subtotal	$0	$440,000	$440,000
Southwestern Community Services			*177511*			
2026	102-500731	Contracts for Prog Svs	92157021	$0	$120,000	$120,000
2027	102-500731	Contracts for Prog Svs	92157021	$0	$120,000	$120,000
			Subtotal	$0	$240,000	$240,000
Tri-County Community Action Program			*177195*			
2026	102-500731	Contracts for Prog Svs	92157021	$0	$120,000	$120,000
2027	102-500731	Contracts for Prog Svs	92157021	$0	$120,000	$120,000
			Subtotal	$0	$240,000	$240,000
Way Station			*339623*			
2026	102-500731	Contracts for Prog Svs	92157021	$0	$110,000	$110,000
2027	102-500731	Contracts for Prog Svs	92157021	$0	$110,000	$110,000
			Subtotal	$0	$220,000	$220,000
			Subtotal	***$0***	***$1,860,000***	***$1,860,000***
			Total	**$1,840,000**	**$1,860,000**	**$3,700,000**

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 County of Merrimack ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item #47), as amended on June 12, 2024 (Item #30), 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:

   $610,000

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.

Initial
Contractor Initials
4/8/2025
Date

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

4/8/2025
Date

DocuSigned by:
Katja S. Fox
2A0FEC7D61684F3...
Name: Katja S. Fox
Title: Director

County of Merrimack

4/8/2025
Date

Signed by:
4C19EBDD055C4C1...
Name: Ross Cunningham
Title: 2County Administrator

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

OFFICE OF THE ATTORNEY GENERAL

4/16/2025
Date

DocuSigned by:
Robyn Guarino
748734844944460...
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: *County of Merrimack*

Budget Request for: *Cold Weather Shelter Program*

Budget Period *SFY 2026 (7/1/25 - 6/30/26)*

Indirect Cost Rate (if applicable) 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	
2. Fringe Benefits	
3. Consultants	
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	
5.(a) Supplies - Educational	
5.(b) Supplies - Lab	
5.(c) Supplies - Pharmacy	
5.(d) Supplies - Medical	
5.(e) Supplies Office	
6. Travel	
7. Software	
8. (a) Other - Marketing/Communications	
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	
Other (please specify)	
Other (please specify)	
Other (please specify)	
Other (please specify)	
9. Subrecipient Contracts	$150,000
Total Direct Costs	$150,000
Total Indirect Costs	$15,000
TOTAL	**$165,000**

Contractor Initials:

Date: 4/8/2025

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name:	*County of Merrimack*
Budget Request for:	*Cold Weather Shelter Program*
Budget Period	*SFY 2027 (7/1/26 - 6/30/27)*
Indirect Cost Rate (if applicable)	10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	
2. Fringe Benefits	
3. Consultants	
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	
5.(a) Supplies - Educational	
5.(b) Supplies - Lab	
5.(c) Supplies - Pharmacy	
5.(d) Supplies - Medical	
5.(e) Supplies Office	
6. Travel	
7. Software	
8. (a) Other - Marketing/Communications	
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	
Other (please specify)	
Other (please specify)	
Other (please specify)	
Other (please specify)	
9. Subrecipient Contracts	$150,000
Total Direct Costs	$150,000
Total Indirect Costs	$15,000
TOTAL	**$165,000**

Contractor Initials: Initial

Date: 4/8/2025

Docusign Envelope ID: 19EE6208-93C0-4008-9CA5-7F8F9E21C587

CERTIFICATE OF AUTHORITY

I, Stuart D. Trachy, Chair, Merrimack County Board of Commissioners, hereby certify that:

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

2. I hereby certify that Ross L. Cunningham, County Administrator is authorized on behalf of this county to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he

3. /she may deem necessary, desirable, or appropriate.

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

4/1/25
Date

Stuart D. Trachy
Signature of County Clerk/County Official
Name: Stuart D. Trachy
Title: Chair, Board of Commissioners

Docusign Envelope ID: 19EE6208-93C0-4008-9CA5-7F8F9E21C587

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Merrimack County 333 Daniel Webster Highway Suite 2 Boscawen, NH 03303	604	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X **General Liability** (Occurrence Form)	1/1/2025	1/1/2026	Each Occurrence	$ 2,000,000
Professional Liability (describe)			General Aggregate	$ 10,000,000
☐ Claims Made ☐ Occurrence			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
Automobile Liability			Combined Single Limit (Each Accident)	
Deductible Comp and Coll:			Aggregate	
Any auto				
X **Workers' Compensation & Employers' Liability**	1/1/2025	1/1/2026	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
Property (Special Risk includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)	

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER:	Additional Covered Party	Loss Payee
State of NH DHHS 129 Pleasant St Concord, NH 03301		

Primex³ – NH Public Risk Management Exchange

By: Mary Beth Purcell

Date: 2/5/2025 mpurcell@nhprimex.org

Please direct inquires to:
Primex³ Claims/Coverage Services
603-225-2841 phone
603-228-3833 fax

Docusign Envelope ID: 19EE6208-93C0-4008-9CA5-7F8F9E21C587

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Lori A. Weaver
Commissioner

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

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603-271-9544 1-800-852-3345 Ext. 9544
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May 15, 2024

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

REQUESTED ACTION

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

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

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

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

See attached fiscal details.

Docusign Envelope ID: 19EE6208-93C0-4008-9CA5-7F8F9E21C587

EXPLANATION

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

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

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

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

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

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

Area served: Statewide.

Respectfully submitted,

Lori A. Weaver
Commissioner

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

100% General Funds **Fiscal Detail Sheet**
RFA-2024-DBH-03-COLDW-01-07-A01

County of Merrimack — Vendor # 177435 - B001

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

County of Strafford — Vendor # 177478 - B001

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

The Lakes Region Mental Health Center, Inc. — Vendor # 154480 - B001

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

Nashua Soup Kitchen and Shelter, Inc. — Vendor # 174173 - P001

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

Southwestern Community Services, Inc. — Vendor # 177511 - B001

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

Tri-County Community Action Program, Inc. — Vendor # 177195 - B001

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

Way Station — Vendor # 339623 - R001

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

Total	$920,000	$920,000	$1,840,000

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $280,000

3. Modify Exhibit C, Payment Terms, Section 3, to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget, Amendment #1.

4. Add Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

5/15/2024
Date

DocuSigned by:
Katja S. Fox
2ADFEC7D81684F3...
Name: Katja S. Fox
Title: Director

County of Merrimack

5/15/2024
Date

DocuSigned by:
4C18FB00856CAC1...
Name: Ross L. Cunningham
Title: County Administrator

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

OFFICE OF THE ATTORNEY GENERAL

5/15/2024
Date

DocuSigned by:
Robyn Guarino
74873484941480
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:	*County of Merrimack*
Budget Request for:	*Cold Weather Shelter Program*
Budget Period:	*SFY 2025 (7/1/24 - 6/30/25)*
Indirect Cost Rate (if applicable)	0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$165,000
Total Direct Costs	$165,000
Total Indirect Costs	$0
TOTAL	$165,000

Contractor Initials: DS

Date: 5/15/2024

Docusign Envelope ID: 19EE6208-93C0-4008-9CA5-7F8F9E21C587

ARC

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.dhhs.nh.gov

4/7

August 21, 2023

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

REQUESTED ACTION

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

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

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

See attached fiscal details.

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EXPLANATION

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

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

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

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

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

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

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

Respectfully submitted,

Lori A. Weaver
Commissioner

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

County of Merrimack — Vendor # 177435 - B001

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

County of Strafford — Vendor # 177478 - B001

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

The Lakes Region Mental Health Center, Inc. — Vendor # 154480 - B001

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

Nashua Soup Kitchen and Shelter, Inc. — Vendor # 174173 - P001

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

Southwestern Community Services, Inc. — Vendor # 177511 - B001

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

Tri-County Community Action Program, Inc. — Vendor # 177195 - B001

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

Way Station — Vendor # 339623 - R001

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

Total	$0	$920,000	$920,000

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

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

Project Title Cold Weather Shelter Program

	Maximum Points Available	Community Action Partnership of Strafford County (Strafford)	County of Merrimack (Merrimack)	Lakes Region Mental Health Center, Inc (Belknap)	Nashua Soup Kitchen and Shelter (Hillsborough)	Southwestern Community Services, Inc (Cheshire)	Southwestern Community Services, Inc (Sullivan)	Stratford County (Strafford)
Technical								
Capacity (Q1)	20	18	15	15	20	17	17	20
Collaboration (Q2)	40	40	30	33	35	30	30	40
Experience (Q3)	20	20	15	14	15	16	15	20
Knowledge (Q4)	20	18	14	20	17	18	16	20
TOTAL POINTS	100	96	74	82	87	81	78	100
TOTAL PROPOSED VENDOR COST		*Not Applicable - No Cost Proposal for RFA*						

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

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

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

Project Title Cold Weather Shelter Program

	Maximum Points Available	Tri County CAP (Carroll)	Tri County CAP (Coos)	Tri County CAP (Grafton)	Way Station (Carroll)
Technical					
Capacity (O1)	20	15	18	18	18
Collaboration (O2)	40	28	35	35	40
Experience (O3)	20	18	18	19	19
Knowledge (O4)	20	18	19	19	20
TOTAL POINTS	100	79	90	91	97
TOTAL PROPOSED VENDOR COST		*Not Applicable - No Cost Proposal for RFA*			

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

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FORM NUMBER P-37 (version 12/11/2019)

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name County of Merrimack		1.4 Contractor Address 333 DW Highway Boscawen, NH 03303	
1.5 Contractor Phone Number 603-796-6800	1.6 Account Number 05-95-42-423010-63850000-102-500731	1.7 Completion Date 6/30/2024	1.8 Price Limitation $115,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: RC Date: 8/24/2023		1.12 Name and Title of Contractor Signatory Ross Cunningham County Administrator	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 8/24/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino On: 8/24/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials DS RC
Date 8/24/2023

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials

Date 8/24/2023

Docusign Envelope ID: 19EE6208-93C0-4008-9CA5-7F8F9E21C587

DocuSign Envelope ID: D4F81D9E-4390-4283-9AA7-E15B30C64929

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials

Date 8/24/2023

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials 03

Date 8/24/2023

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

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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

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

EXHIBIT B

Scope of Services

1. Statement of Work

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

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

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

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

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

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

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

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

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

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

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

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

1.3.4.1. Building maintenance and repair;

1.3.4.2. Security systems;

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

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;

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;

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

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

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

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

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

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

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

1.15.2. Completion of Transition Services

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

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

1.15.3. Disagreement over Transition Services Results

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."

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

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.

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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.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

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

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $2,000,000 or more.

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

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

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

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

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

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name:	*County of Merrimack*
Budget Request for:	*Cold Weather Shelter Program*
Budget Period	*SFY 2024 (10/1/23-6/30/24)*
Indirect Cost Rate (if applicable)	0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$115,000
Total Direct Costs	$115,000
Total Indirect Costs	$0
TOTAL	$115,000

8/24/2023

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

Contractor Initials

Date 8/24/2023

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Contractor Initials DS

Date 8/24/2023

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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Date 8/24/2023

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

Contractor Initials DS

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials DS

Date 8/24/2023

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 County of Strafford ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item #47), as amended on June 12, 2024 (Item #30), 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:

   $355,000

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.

Initial GM
Contractor Initials
Date 4/1/2025

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

4/1/2025
Date

DocuSigned by:
Katja S. Fox
2A0FEC7D61684F3...
Name: Katja S. Fox
Title: Director

County of Strafford

4/1/2025
Date

Signed by:
George Maglaras
A45452D2E7384D4...
Name: George Maglaras
Title: Chairman

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:

Docusign Envelope ID: 2C0EAA58-5B37-4EEE-9349-32CB928E98DE

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *County of Strafford*

Budget Request for: *Cold Weather Shelter Program*

Budget Period *SFY 2026 (7/1/25-6/30/26)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	-$100,000
Total Direct Costs	$100,000
Total Indirect Costs	$0
TOTAL	**$100,000**

Contractor Initials: GM (Initial)

Date: 4/1/2025

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *County of Strafford*

Budget Request for: *Cold Weather Shelter Program*

Budget Period *SFY 2027 (7/1/26-6/30/27)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$100,000
Total Direct Costs	$100,000
Total Indirect Costs	$0
TOTAL	**$100,000**

Contractor Initials: Initial GM

Date: 4/1/2025

Docusign Envelope ID: 2C0EAA58-5B37-4EEE-9349-32CB928E98DE

COMMISSIONERS
GEORGE MAGLARAS, *Chairman*
JOE PITRE, *Vice Chairman*
SEAN M. LEAVITT, *Clerk*

TREASURER
PAMELA J. ARNOLD

COUNTY ADMINISTRATOR
RAYMOND F. BOWER

STRAFFORD COUNTY COMMISSIONERS

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

CERTIFICATE OF AUTHORITY

I, Sean M. Leavitt, Clerk of Strafford County, New Hampshire do hereby certify that: (1) at the public meeting held on April 3, 2025, the County Commissioners voted to (1) Accept funds and enter into an agreement with the State of New Hampshire Department of Health & Human Services and (2) further authorize the Chairman, Board of Commissioners to execute any documents which may be necessary to effectuate this contract and any amendments thereto; (3) I further certify that this authorization has not been revoked, annulled or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and (4) this authorization was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of the Certificate of authority and (5) the following person now occupies the office indicated under item (2) above:

George Maglaras, Chairman, Strafford County Commissioners
Name and Title of Officer Authorized to Sign

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk of Strafford County, New Hampshire this 3rd day of April 2025.

Sean M. Leavitt, Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On this 3rd day of April 2025, before me Janet Hilber, the undersigned officer, personally appeared Sean M. Leavitt, who acknowledged their self to be the Clerk for the Strafford County Board of Commissioners, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF I hereunto set my and official seal.

JANET M. HILBER NOTARY PUBLIC COM. EXP. 08-02-28 NEW HAMPSHIRE

Notary Public
Commission Expiration Date: 8/2/2028

Docusign Envelope ID: 2C0EAA58-5B37-4EEE-9349-32CB928E98DE

Primex³
NH Public Risk Management Exchange

CERTIFICATE OF COVERAGE

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

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

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

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

Participating Member:	*Member Number:*	*Company Affording Coverage:*
Strafford County 259 County Farm Road Dover, NH 03820	605	NH Public Risk Management Exchange - Primex³ PO Box 23 Hooksett, NH 03106-9716

Type of Coverage	*Effective Date (mm/dd/yyyy)*	*Expiration Date (mm/dd/yyyy)*	*Limits* - NH Statutory Limits May Apply, If Not:	
X **General Liability (Occurrence Form)** ☐ **Professional Liability (describe)** ☐ Claims Made ☐ Occurrence	1/1/2025	1/1/2026	Each Occurrence	$ 2,000,000
			General Aggregate	$ 10,000,000
			Fire Damage (Any one fire)	
			Med Exp (Any one person)	
X **Automobile Liability** Deductible Comp and Coll: ☐ Any auto	1/1/2025	1/1/2026	Combined Single Limit (Each Accident)	$2,000,000
			Aggregate	$10,000,000
X **Workers' Compensation & Employers' Liability**	1/1/2025	1/1/2026	X Statutory	
			Each Accident	$2,000,000
			Disease – Each Employee	$2,000,000
			Disease – Policy Limit	
X **Property (Special Risk Includes Fire and Theft)**	1/1/2025	1/1/2026	Blanket Limit, Replacement Cost (unless otherwise stated)	Deductible: $1,000

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: ☐ Additional Covered Party ☐ Loss Payee	Primex³ – NH Public Risk Management Exchange
State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	By: Mary Beth Purcell Date: 2/3/2025 mpurcell@nhprimex.org Please direct inquires to: **Primex³ Claims/Coverage Services** **603-225-2841 phone** **603-228-3833 fax**

Docusign Envelope ID: 2C0EAA58-5B37-4EEE-9349-32CB928E98DE

ARC

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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.dhhs.nh.gov

May 15, 2024

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

REQUESTED ACTION

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

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

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

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

See attached fiscal details.

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EXPLANATION

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

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

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

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

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

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

Area served: Statewide.

Respectfully submitted,

Lori A. Weaver
Commissioner

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

100% General Funds

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

County of Merrimack — Vendor # 177435 - B001

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

County of Strafford — Vendor # 177478 - B001

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

The Lakes Region Mental Health Center, Inc. — Vendor # 154480 - B001

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

Nashua Soup Kitchen and Shelter, Inc. — Vendor # 174173 - P001

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

Southwestern Community Services, Inc. — Vendor # 177511 - B001

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

Tri-County Community Action Program, Inc. — Vendor # 177195 - B001

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

Way Station — Vendor # 339623 - R001

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

Total	$920,000	$920,000	$1,840,000

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $155,000

3. Modify Exhibit C, Payment Terms, Section 3, to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget, Amendment #1.

4. Add Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

5/16/2024
Date

DocuSigned by:
Katja S. Fox
2ADFEC70A1604F3...
Name: Katja S. Fox
Title: Director

County of Strafford

5/16/2024
Date

DocuSigned by:
[signature]
4356DD6F2877482...
Name: George Maglaras
Title: Chairman

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

OFFICE OF THE ATTORNEY GENERAL

5/20/2024
Date

DocuSigned by:
Robyn Guarino
74873484491400...
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:	*County of Strafford*
Budget Request for:	*Cold Weather Shelter Program*
Budget Period	*SFY 2025 (7/1/24-6/30/25)*
Indirect Cost Rate (if applicable)	0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$100,000
Total Direct Costs	$100,000
Total Indirect Costs	$0
TOTAL	$100,000

Contractor Initials: GM

Date: 5/16/2024

Docusign Envelope ID: 2C0EAA58-5B37-4EEE-9349-32CB928E98DE

ARC

47

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.dhhs.nh.gov

August 21, 2023

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

REQUESTED ACTION

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

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

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

See attached fiscal details.

Docusign Envelope ID: 2C0EAA58-5B37-4EEE-9349-32CB928E98DE

EXPLANATION

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

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

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

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

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

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

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

Respectfully submitted,

Lori A. Weaver
Commissioner

Docusign Envelope ID: 2C0EAA58-5B37-4EEE-9349-32CB928E98DE

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

County of Merrimack — Vendor # 177435 - B001

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

County of Strafford — Vendor # 177478 - B001

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

The Lakes Region Mental Health Center, Inc. — Vendor # 154480 - B001

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

Nashua Soup Kitchen and Shelter, Inc. — Vendor # 174173 - P001

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

Southwestern Community Services, Inc. — Vendor # 177511 - B001

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

Tri-County Community Action Program, Inc. — Vendor # 177195 - B001

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

Way Station — Vendor # 339623 - R001

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

Total	$0	$920,000	$920,000	

Docusign Envelope ID: 2C0EAA58-5B37-4EEE-9349-32CB928E98DE

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

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

Project Title Cold Weather Shelter Program

	Maximum Points Available	Community Action Partnership of Strafford County (Strafford)	County of Merrimack (Merrimack)	Lakes Region Mental Health Center, Inc (Belknap)	Nashua Soup Kitchen and Shelter (Hillsborough)	Southwestern Community Services, Inc (Cheshire)	Southwestern Community Services, Inc (Sullivan)	Strafford County (Strafford)
Technical								
Capacity (Q1)	20	18	15	15	20	17	17	20
Collaboration (Q2)	40	40	30	33	35	30	30	40
Experience (Q3)	20	20	15	14	15	16	15	20
Knowledge (Q4)	20	18	14	20	17	18	16	20
TOTAL POINTS	100	96	74	82	87	81	78	100
TOTAL PROPOSED VENDOR COST		*Not Applicable - No Cost Proposal for RFA*						

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

Docusign Envelope ID: 2C0EAA58-5B37-4EEE-9349-32CB928E98DE

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

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

Project Title Cold Weather Shelter Program

	Maximum Points Available	Tri County CAP (Carroll)	Tri County CAP (Coos)	Tri County CAP (Grafton)	Way Station (Carroll)
Technical					
Capacity (Q1)	20	15	18	18	18
Collaboration (Q2)	40	28	35	35	40
Experience (Q3)	20	18	18	19	19
Knowledge (Q4)	20	18	19	19	20
TOTAL POINTS	100	79	90	91	97
TOTAL PROPOSED VENDOR COST		*Not Applicable - No Cost Proposal for RFA*			

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

FORM NUMBER P-37 (version 12/11/2019)

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name County of Strafford		1.4 Contractor Address 259 County Farm Road Dover, NH 03820	
1.5 Contractor Phone Number 603-516-7102	1.6 Account Number 05-95-42-423010-63850000-102-500731	1.7 Completion Date 6/30/2024	1.8 Price Limitation $55,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: [signature] Date: 8/25/2023		1.12 Name and Title of Contractor Signatory George Maglaras Chairman	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 8/25/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*. By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino On: 8/27/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials GM
Date 8/25/2023

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials GM

Date 8/25/2023

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials GM

Date 8/25/2023

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials GM

Date 8/25/2023

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

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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

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

EXHIBIT B

Scope of Services

1. Statement of Work

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

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

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

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

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

1.1.1:3. Is exiting an institution where they resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

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

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

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

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

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

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

1.3.4.1. Building maintenance and repair;

1.3.4.2. Security systems;

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

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;

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;

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

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

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

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

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

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

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

1.15.2. Completion of Transition Services

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

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

1.15.3. Disagreement over Transition Services Results

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."

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

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

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

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

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

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to housingsupportsinvoices@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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

EXHIBIT C

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

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

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $2,000,000 or more.

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

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

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

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

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

Docusign Envelope ID: 2C0EAA58-5B37-4EEE-9349-32CB928E98DE

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *County of Strafford*

Budget Request for: *Cold Weather Shelter Program*

Budget Period *SFY 2024 (10/1/23-6/30/24)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$55,000
Total Direct Costs	$55,000
Total Indirect Costs	$0
TOTAL	$55,000

DS

8/25/2023

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

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Date 8/25/2023

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.

Contractor Initials GM

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Contractor Initials DS GM

Date 8/25/2023

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

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

Contractor Initials GM

Date 8/25/2023

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

Contractor Initials GM

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #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 Nashua Soup Kitchen and Shelter, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item #47), as amended on June 12, 2024 (Item #30), 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:

   $935,000

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

4/1/2025
Date

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

Nashua Soup Kitchen and Shelter, Inc.

4/1/2025
Date

DocuSigned by:
Jane Goodman
Name: Jane Goodman
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

4/16/2025
Date

DocuSigned by:
Robyn Guarino
74873481440144 50...
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:

Docusign Envelope ID: 38434C82-847A-414E-A5F9-30034327F9CA

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Nashua Soup Kitchen and Shelter, Inc. /1269 Café Ministries*

Budget Request for: *Cold Weather Shelter Program*

Budget Period *SFY 2026 (7/1/25-6/30/26)*

Indirect Cost Rate (if applicable)

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$138,617
2. Fringe Benefits	$18,456
3. Consultants	$5,000
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$1,000
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$7,427
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other-sheets/pilllows/pillow protectors	$0
Other-utilities	$14,000
Other-housekeeping/Laundry	$12,000
Cleaning/Maintenance	$18,000
Utilities/Insurance	$5,500
Floorspace	
Other (please specifiy)	$0
9. Subrecipient Contracts	
Total Direct Costs	$220,000
Total Indirect Costs	$0
TOTAL	**$220,000**

Contractor Initials: DS

Date: 4/1/2025

Docusign Envelope ID: 38434C82-847A-414E-A5F9-30034327F9CA

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Nashua Soup Kitchen and Shelter, Inc./1269 Café Ministries*

Budget Request for: *Cold Weather Shelter Program*

Budget Period *SFY 2027 (7/1/26-6/30/27)*

Indirect Cost Rate (if applicable)

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$138,617
2. Fringe Benefits	$18,456
3. Consultants	$5,000
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$1,000
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office & Food	$7,427
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other-sheets/pilllows/pillow protectors	$0
Other-utilities	$14,000
Other-housekeeping/Laundry	$12,000
Cleaning/Maintenance	$18,000
Utilities/Insurance	$5,500
Floorspace	
Other (please specifiy)	$0
9. Subrecipient Contracts	
Total Direct Costs	$220,000
Total Indirect Costs	$0
TOTAL	**$220,000**

Contractor Initials: DS

Date: 4/1/2025

Docusign Envelope ID: 38434C82-847A-414E-A5F9-30034327F9CA

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: **61911**

Certificate Number: **0007039352**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of February A.D. 2025.

David M. Scanlan
Secretary of State

Docusign Envelope ID: 38434C82-847A-414E-A5F9-30034327F9CA

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 18, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

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

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

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

Dated: 04/11/2025

Madeleine LaRose

Signature of Elected Officer

Name: Madeleine LaRose

Title: Clerk

Docusign Envelope ID: 38434C82-847A-414E-A5F9-30034327F9CA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	**CONTACT NAME:** Kimberly Gutekunst **PHONE (A/C, No, Ext):** 603-882-2766 **FAX (A/C, No):** **E-MAIL ADDRESS:** kgutekunst@eatonberube.com
INSURED NASSO Nashua Soup Kitchen & Shelter, Inc. P.O. Box 3116 Nashua NH 03061	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : The Hanover Insurance Companies — 22292 INSURER B : Technology Insurance Company — INSURER C : Travelers Casualty Insurance Company of America — 19046 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 558567816 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		ZHVA685423	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		ADVA685320	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		UHVA685516	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TES4448934	7/1/2024	7/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A A C	Property Crime Management Liability			ZHVA685423 ZHVA685423 108081146	7/1/2024 7/1/2024 7/1/2024	7/1/2025 7/1/2025 7/1/2025	Buildings Contents Crime	$7,128,000 $854,643 $100,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION 30 days/10 days non-payment

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

AUTHORIZED REPRESENTATIVE

Marc R Berube

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Nashua Soup Kitchen & Shelter, Inc.

Vision:

All people in our community will have access to nutritious food to eat and affordable, safe housing.

Mission:

To provide food and shelter with dignity to individuals and families in need while promoting a path to independence through direct services and partnerships.

2 Quincy Street • PO Box 3116 • Nashua, New Hampshire 03061
603-889-7770 • nsks.org

Docusign Envelope ID: 38434C82-847A-414E-A5F9-30034327F9CA

NASHUA SOUP KITCHEN AND SHELTER, INC.

FINANCIAL STATEMENTS
JUNE 30, 2023
AND
INDEPENDENT AUDITORS' REPORT

Docusign Envelope ID: 38434C82-847A-414E-A5F9-30034327F9CA

NASHUA SOUP KITCHEN AND SHELTER, INC.

JUNE 30, 2023

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William P. Connor, CPA, LLC

CERTIFIED
PUBLIC
ACCOUNTANT

INDEPENDENT AUDITORS' REPORT

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

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Nashua Soup Kitchen and Shelter, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Nashua Soup Kitchen and Shelter, Inc. as of June 30, 2023, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

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Auditor's Responsibilities for the Audit of Compliance

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

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

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

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

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Report on Summarized Comparative Information

We have previously audited the Nashua Soup Kitchen and Shelter, Inc.'s 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated March 31, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Supplementary Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated April 25, 2024, on our consideration of Nashua Soup Kitchen and Shelter, Inc's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of Nashua Soup and Kitchen Inc's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considered Nashua Soup Kitchen and Shelter Inc's internal control over financial reporting and compliance.

Manchester, New Hampshire
April 25, 2024

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NASHUA SOUP KITCHEN AND SHELTER, INC.

STATEMENT OF FINANCIAL POSITION

JUNE 30, 2023
(with comparative totals for 2022)

ASSETS	Without Donor Restrictions	With Donor Restrictions	Total 2023	Total 2022
CURRENT ASSETS:				
Cash (Note 1)	$3,744,105	$ -	$ 3,744,105	$3,834,740
Grants and accounts receivable (Note 1)	13,760	320,938	334,698	2,012,923
Prepaid expenses	16,704	-	16,704	40,875
Total current assets	3,774,569	320,938	4,095,507	5,888,538
INVESTMENTS (Note 2)	871,056	-	871,056	792,746
LAND, BUILDING AND EQUIPMENT, at cost (Notes 1 and 3):				
Land and buildings	2,437,167	-	2,437,167	2,558,512
Building improvements	398,000	-	398,000	544,629
Furniture, fixtures and equipment	276,942	-	276,942	318,741
	3,112,109	-	3,112,109	3,421,882
Less - Accumulated depreciation	814,296	-	814,296	989,483
	2,297,813	-	2,297,813	2,432,399
CONSTRUCTION IN PROCESS (Note 10)	-	7,417,139	7,417,139	3,771,415
OTHER ASSETS:				
Notes receivable (Note 8)	120,860	-	120,860	116,536
	$7,064,298	$7,738,077	$14,802,375	$13,001,634
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES:				
Accounts payable	$ 51,100	$ -	$ 51,100	$ 38,254
Accrued expenses	173,431	-	173,431	209,791
Current portion of long-term debt (Note 10)	-	-	-	524,362
Fiscal agent payable	75,499	-	75,499	65,823
Security deposits	-	-	-	1,250
Total current liabilities	300,030	-	300,030	839,480
LONG-TERM DEBT - (Note 10)	-	3,540,225	3,540,225	3,790,225
NET ASSETS (Note 1):				
Without donor restrictions	6,764,268	-	6,764,268	5,022,784
With donor restrictions	-	4,197,852	4,197,852	3,349,145
Total net assets	6,764,268	4,197,852	10,962,120	8,371,929
	$7,064,298	$7,738,077	$14,802,375	$13,001,634

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

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NASHUA SOUP KITCHEN AND SHELTER, INC.

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2023
(with comparative totals for 2022)

	Without Donor Restrictions	With Donor Restrictions	Total 2023	Total 2022
SUPPORT AND REVENUE:				
Support				
Public contributions	$1,479,832	$ -	$1,479,832	$ 1,631,277
In-kind contributions (Note 4)	428,740	-	428,740	813,165
State of New Hampshire Program Grants	448,971	-	448,971	241,789
Town grants, New Hampshire	122,585	-	122,585	54,500
Special events	218,768	-	218,768	247,607
Capital campaign & restrictive grants	-	487,355	487,355	2,859,854
Other grants	1,771,591	-	1,771,591	141,261
Rent- Transitional Housing	23,600	-	23,600	31,620
Net assets released from restrictions	(391,681)	391 681	-	-
Total support	4,102,406	879,036	4,981,442	6,021,073
Revenue				
Investment income	42,639	-	42,639	26,259
Investment return	55,699	-	55,699	(133,597)
Gain on sale of property	496,811	-	496,811	-
Total revenue	595,149	-	595,149	(107,338)
Total support and revenue	$4,697,555	$ 879,036	$5,576,591	$5,913,735

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

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NASHUA SOUP KITCHEN AND SHELTER, INC.

STATEMENT OF ACTIVITIES

FOR THE YEAR ENDED JUNE 30, 2023
(with comparative totals for 2022)

	Without Donor Restrictions	With Donor Restrictions	Total 2023	Total 2022
EXPENSES:				
Program Services				
Kitchen	$1,104,165	$ -	$ 1,104,165	$1,185,838
Housing, shelter & services	1,206,192	-	1,206,192	1,011,504
Total program services	2,310,357	-	2,310,357	2,197,342
Support Services				
Management and general	364,770	-	364,770	359,663
Fundraising	280,944	30,329	311,273	283,947
Total support services	645,714	30,329	676,043	643,610
Total program and support expenses	2,956,071	30,329	2,986,400	2,840,952
INCREASE IN NET ASSETS	1,741,484	848,707	2,590,191	3,072,783
NET ASSETS, beginning of year	5,022,784	3,349,145	8,371,929	5,299,146
NET ASSETS, end of year	$6,764,268	$4,197,852	$10,962,120	$8,371,929

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

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NASHUA SOUP KITCHEN AND SHELTER, INC.

STATEMENT OF FUNCTIONAL EXPENSES

FOR THE YEAR ENDED JUNE 30, 2023

(with comparative totals for 2022)

	Program Services		Management		Total	Total
	Soup Kitchen	Client Services	and General	Fundraising	2023	2022
SALARIES AND RELATED EXPENSES:						
Salaries	$ 285,368	$ 632,289	$296,861	$175,376	$ 1,389,894	$1,114,948
Payroll taxes	22,600	58,653	32,190	13,417	126,860	85,470
Employee benefits	77,018	99,149	15,716	11,126	203,009	169,464
	384,986	790,091	344,767	199,919	1,719,763	1,369,882
OTHER EXPENSES:						
In-kind food and services	323,380	105,360	-	-	428,740	813,165
Depreciation	62,976	16,740	6,647	-	86,363	85,685
Utilities	34,490	48,403	-	-	82,893	57,465
Food and supplies	174,285	20,607	-	140	195,032	144,690
Client assistance, training & education	467	51,320	-	-	51,787	69,028
Postage	869	1,157	453	496	2,975	2,579
Insurance	22,353	19,551	501	927	43,332	32,163
Office expense	2,840	4,683	1,400	1,188	10,111	5,688
Telephone	8,034	16,940	4,068	818	29,860	6,432
Newsletter	8,419	8,497	78	155	17,149	20,535
Repairs and maintenance	11,185	1,958	-	-	13,143	12,582
Professional fees	16,482	21,258	1,680	4,243	43,663	23,886
Miscellaneous	582	6,598	1,023	1,074	9,277	388
Travel	743	3,590	-	158	4,491	2,037
Extermination	3,100	4,423	-	-	7,523	8,065
Advertising and website	677	5,949	756	489	7,871	5,675
Training	779	995	105	2,614	4,493	3,461
Technology expense	15,830	19,796	3,133	22,060	60,819	29,985
Maintenance services	31,688	58,276	159	-	90,123	62,464
Fundraising	-	-	-	46,663	46,663	41,659
Spring Street preconstruction expense	-	-	-	-	-	-
Capital campaign expenses	-	-	-	30,329	30,329	43,438
	719,179	416,101	20,003	111,354	1,266,637	1,471,070
TOTAL FUNCTIONAL EXPENSES	$1,104,165	$1,206,192	$364,770	$311,273	$2,986,400	$2,840,952

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

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NASHUA SOUP KITCHEN AND SHELTER, INC.

STATEMENT OF CASH FLOW

FOR THE YEAR ENDED JUNE 30, 2023
(with comparative totals for 2022)

	Total 2023	Total 2022
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	$ 2,607,023	$3,072,783
Adjustment to reconcile change in net assets to net cash provided by operating activities -		
Depreciation	86,363	85,685
Gain on sale of property	(513,643)	-
Unrealized (appreciation) depreciation of investments	(55,699)	127,536
(Increase) decrease in the following assets:		
Grants and accounts receivable	1,678,225	(1,846,614)
Construction in process (Note 10)	(3,645,724)	(3,771,415)
Prepaid expenses	24,171	(10,630)
Increase (decrease) in the following liabilities:		
Accounts payable	12,846	12,032
Accrued expenses	(36,360)	27,450
Fiscal sponsor payable	9,676	19,204
Security deposits	(1,250)	(250)
Net cash provided by operating activities	165,628	(2,284,219)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from sale of property	555,800	-
Capital expenditures	(10,766)	(61,338)
Net proceeds from sale of investments	282,482	-
Purchase of investments	(305,093)	(13,940)
Increase in note receivable	(4,324)	(5,549)
Net cash provided by (used in) investing activities	518,099	(80,827)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds long-term debt	-	4,314,587
Principal payments on long-term debt	(774,362)	-
	(774,362)	4,314,587
NET INCREASE (DECREASE) IN CASH	(90,635)	1,949,541
CASH, beginning of year	3,834,740	1,885,199
CASH, end of year	$ 3,744,105	$3,834,740

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

CASH PAID DURING THE YEAR FOR:		
Interest	$ 9,985	$ -

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

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NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2023

1. Nature of operations:

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

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

2. Summary of significant accounting policies:

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

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

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

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

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2. Summary of significant accounting policies (cont't):

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

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

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

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

The Organization's Forms 990, *Return of Organization Exempt from Income Tax*, for the years ending June 30, 2023, 2022 and 2021 are subject to examination by the IRS, generally for three years after they were filed.

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

	Years
Buildings	27.5 - 40
Building improvements	27.5
Kitchen equipment	10
Furniture, fixtures and equipment	5 - 10

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

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

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

Cash and cash equivalents - All highly liquid investments with a maturity of one year or less are considered to be cash equivalents. At June 30, 2023, the carrying amount of the Organization's cash was $3,744,105 and the institution balance was $3,751,206. Of this amount, $1,478,241 was covered by federal depositor's insurance and $2,272,965 was uninsured.

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

Advertising costs - The Company expenses all advertising costs as incurred. Advertising and marketing expenses for the year ended June 30, 2023 amounted to $7,871.

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

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3. Investments:

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

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

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

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

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

The fair value and unrealized depreciation of investments at December 31, 2023 are summarized as follows:

	Book Value	Market Value	Unrealized Appreciation (Depreciation)
Mutual & ETF funds	$ 791,194	$859,583	$ 68,389
Money markets and cash equivalents	11,473	11,473	-
	$ 802,667	$871,056	$ 68,389

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3. Investments cont'd):

The Organization recognized net investment return (loss) on their investment portfolio of $ 55,699 which included recognized realized gains or losses, unrealized appreciation and is net of charged management fees of $4,613 for the year ended June 30, 2023. The Organization's investments are not insured by the FDIC and are not collateralized and therefore are subject to market risks.

4. In-kind contributions:

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

	Kitchen	Client Services	Management and Fundraising	Total
Donated food, materials and services	$ 323,380	$105,360	$ -	$ 428,740

5. Retirement plan:

The Organization offers a defined contribution retirement plan under the Internal Revenue Code 403(b) voluntary tax deferred annuity program. Full-time employees are eligible for this benefit after one year of continuous employment. The Organization matches each dollar contributed by employees up to a maximum of 6% of regular salary. For employees hired prior to July 1,2017 once the employee has reached five years of continuous employment, the Organization will match up to 12% of the employee's regular salary at a ratio of 1 to 1, not to exceed limits allowed under tax law. Total Organizational contributions for the year ended June 30, 2023 were $56,171.

6. Endowment funds:

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

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6. Endowment funds (cont'd):

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

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

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

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

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

As of June 30, 2023, the Organization had no endowment funds.

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7. Notes receivable:

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

Note Value	Interest	Maturity
$ 45,395	5%	11/30/2023
45,395	5%	11/30/2023
30,070	5%	6/30/2029
$120,860		

Based on interest rates at June 30, 2023 for similar loans by independent established lending institutions, the fair value of these notes approximate the amount recorded in the financial statements at that date.

8. Liquidity and availability of funds:

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

Cash and cash equivalents	$3,744,105
Grants and accounts receivable	334,698
Investments	871,056
	$4,949,859

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

9. Commitments and contingencies:

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

The organization began feasability and planning studies and began a capital campaign to help finance these expenses during 2021. During the fiscal year ended June 30, 2022, the organization was able to obtain grants, contributions and long term debt, (See Note 10), totaling $6,637,579 and began renovations. As of June 30, 2023, the renovations continued and there were remaining pledges and grants receivable of $320,938 that are shown in donor restricted assets. Total renovation costs as of June 30, 2023 amounted to $7,417,139 and is reflected as construction in process in the accompanying statement of financial position.

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9. Commitments and contingencies:

Additionally, in October 2022, the Organization acquired an additional $900,000 HUD Grant to help complete the renovations. The Grant does not have repayment terms as long as the housing continues to follow low income housing requirements and agreements. Advances from this grant were not made until August 31, 2023.

10. Long-term debt:

Long-term debt consisted of the following:

	2023	2022
Construction commercial real estate mortgage allowing draws up to $1,300,000 for 24 months ending May 18, 2023. Mortgage becomes permanent and must be paid down to $700,000. The mortgage requires interest at 3.75% for 7 years and then at Boston Regular 5/25 rate plus 2.5%. The mortgage is secured by the lease improvements at 35 Spring Street and all Organization's assets. The mortgage amortizes over 25 years and will require monthly principal and interest payments of $3,599	$ -	$ 524,362
Mortgage Grant from Federal Home Bank for construction and rehabilitation of Spring Street property. Deed restricted funding requires the facility to keep 91 units for low income residents and follow low income guidelines. The loan requires annual repayments based on cash flow and requires the Organization to follow low income guidelines for 15 years	650,000	650,000
Mortgage Grant from NHHFA for construction and rehabilitation of Spring Street property. Deed restricted funding requires the facility to keep 11 units for very low income residents and follow low income guidelines. The loan requires annual repayments based on cash flow and requires the Organization to follow low income guidelines for 40 years	1,965,225	1,965,225

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NASHUA SOUP KITCHEN AND SHELTER, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2023

10. Long-term debt:

	2023	2022
Mortgage Grant from NHHFA for construction and rehabilitation of Spring Street property. Deed restricted funding requires the facility to keep 11 units for very low income residents and follow low income guidelines. The loan requires interest only for 24 months, and a pay down of $550,000 to leave a balance of $250,000. The remaining balance of $250,000 then requires annual repayments based on cash flow and requires the Organization to follow low income guidelines for 30 years	250,000	500,000
Mortgage Grant from Hillsborough CDBG for the rehabilitation of Spring Street property. Deed restricted funding requires the facility to keep 100% of units for low income residents and follow low income guidelines. The loan does not require repayment as long as the low income guidelines are met for 20 years	675,000	675,000
	3,540,225	4,314,587
Less - Current portion	-	524,362
	$3,540,225	$4,314,362

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

2024 (included in current liabilities)	$ -
2024	-
2025	-
2026	-
2027	-
Thereafter	3,540,225
	$3,540,225

11. Evaluation of subsequent events:

The Organization has evaluated events through April 25, 2024, the date which the financial statements were available to be issued.

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NASHUA SOUP KITCHEN AND SHELTER, INC.

SCHEDULE OF FUNCTIONAL SUPPORT AND REVENUE

FOR THE YEAR ENDED JUNE 30, 2023

(with comparative totals for 2022)

	Program Services					
	Soup Kitchen	Client Services	Management and General	Fundraising	Total 2023	Total 2022
SUPPORT AND REVENUE:						
Support						
Public contributions	$ 701,275	$707,624	$ 70,933	$ -	$1,479,832	$1,631,277
In-kind contributions	323,380	105,360	-	-	428,740	813,165
State of New Hampshire						
Emergency Shelter Program Grant	-	448,971	-	-	448,971	241,789
Town Grants	-	122,585	-	-	122,585	54,500
Special events	-	-	-	218,768	218,768	247,607
Capital campaign	-	487,355	-	-	487,355	2,859,854
Other grants	811,375	908,669	17,547	34,000	1,771,591	141,261
Rent	18,900	4,700	-	-	23,600	31,620
Total support	1,854,930	2,785,264	88,480	252,768	4,981,442	6,021,073
Revenue						
Interest and dividend income	16,477	22,611	3,551	-	42,639	26,259
Unrealized appreciation (depreciation) on investments	21,521	29,538	4,640	-	55,699	(133,597)
Gain on sale of property	-	496,811	-	-	496,811	-
Total revenue	37,998	548,960	8,191	-	595,149	(107,338)
Total support and revenue	$1,892,928	$3,334,224	$ 96,671	$252,768	$5,576,591	$5,913,735

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William P. Connor, CPA, LLC

CERTIFIED
PUBLIC
ACCOUNTANT

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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Nashua Soup Kitchen and Shelter, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, and cash flows for the year then ended, and the related notes to the financial statements, and have issued are report thereon dated April 25,2024.

Report on Internal Control Over Financial Reporting

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

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

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as items that we consider to be significant deficiencies (See Findings).

41 Brook Street, Manchester, New Hampshire, 03104 Tel. (603) 623-9868 . Fax (603) 623-9872

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Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Nashua Soup Kitchen and Shelter, Inc's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying schedule of findings and questioned costs as items.

Nashua Soup Kitchen and Shelter Inc's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on Nashua Soup Kitchen and Shelter Inc's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. Nashua Soup Kitchen and Shelter, Inc's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

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



Manchester, New Hampshire
April 25, 2024

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William P. Connor, CPA, LLC

CERTIFIED
PUBLIC
ACCOUNTANT

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

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

Report on Compliance for Each Major Program

Opinion on Each Major Federal Program

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

In our opinion, Nashua Soup Kitchen and Shelter, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Program

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

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

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes regulations, rules, and provisions of contracts or grant agreements applicable to Nashua Soup Kitchen and Shelter, Inc's federal programs.

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Auditor's Responsibilities for the Audit of Compliance

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

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

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

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

Other Matters

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as items. (See Findings). Our opinion on each major federal program is not modified with respect to these matters.

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Government Auditing Standards requires the auditor to perform limited procedures on Nashua Soup Kitchen and Shelter Inc's response to the noncompliance findings identified in our compliance audit described in the accompany schedule of findings and questioned costs. Nashua Soup Kitchen and Shelter Inc's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

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

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

A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet enough to merit attention by those charged with governance. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and question costs as items to be significant deficiencies.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on Nashua Soup Kitchen and Shelter Inc's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. Nashua Soup Kitchen and Shelter, Inc's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Manchester, New Hampshire
April 25, 2024

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NASHUA SOUP KITCHEN AND SHELTER, INC.

SCHEDULE OF FEDERAL EXPENDITURES OF FEDERAL AWARDS

FOR THE YEAR ENDED JUNE 30, 2023

	ALN	Total Federal Expenditures[1]	Loan/ Guarantee	Loan Balance
U.S. Department of Housing and Urban Development				
Passed through				
CFDA - CDBG passthrough	14.128	$ 675,000	Y	$ 675,000
NHHFA - HTF Program	14.275	239,758	Y	1,965,225
NHHFA - AHF Program	14.275	250,000	Y	250,000
Federal Home Bank Boston - AHP program	14.275	-	Y	650,000
		$1,164,758		$3,540,225

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NOTES TO SCHEDULE OF FEDERAL EXPENDITURES OF FEDERAL AWARDS

JUNE 30, 2023

1. Basis of Presentation:

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

2. Summary of Significant Accounting Policies:

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

3. Indirect Cost Rate:

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

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NASHUA SOUP KITCHEN AND SHELTER, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED JUNE 30, 2023

1. Summary of Auditors' Results:

Financial Statements

Type of auditors' report issued	Unmodified
Internal control over financial reporting:	
• Material weakness(es) identified	No
• Significant deficiency(ies) identified that are not considered to be material weakness(es)?	Yes
Noncompliance material to financial statements noted?	No

Federal Awards

Internal control over major programs:	
• Material weakness(es) identified	No
• Significant deficiency(ies) identified that are not considered to be material weakness(es)?	Yes
Type of auditors' report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)	No
• Major programs:	CFDA Number
U.S. Department of Housing and Urban Dev	
CFDA	14.128
NHHFA	14.275
• Dollar threshold used to distinguish between Type A and Type B programs	$750,000
Auditee qualifies as a low risk auditee?	No

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NASHUA SOUP KITCHEN AND SHELTER, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED JUNE 30, 2023

2. Financial Statement Findings

Significant Deficiencies

2023-1 Miss-classification of grant income and debt in financial reporting and various material adjustments necessary

Criteria: The classification of grants as revenue and support or debt is often difficult. Other adjustments that were made for the sale of a building seldom occur. Proper classification and adjustments are crucial of debt and sale of assets as income can be substantial distorted, and both the statements of activities and the statement of financial position are materially affected. Additionally, it can significantly impact management and statement users by not showing the underlying commitments. Underling contracts and transactions should be reviewed in detail and information then conveyed to the finance department to assure the transactions are reported correctly.

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

Effect: The large adjustments materially changed the financial position and statement of activities for the year ended June 30, 2023 that had been prepared internally and utilized by management.

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

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

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

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NASHUA SOUP KITCHEN AND SHELTER, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED JUNE 30, 2023

2. Financial Statement Findings

Significant Deficiencies

2023-2 The Organization is required to accurately present financial statements in accordance with generally accepted accounting principles

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

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

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

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

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

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

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NASHUA SOUP KITCHEN AND SHELTER, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED JUNE 30, 2023

3. Findings and Questioned Costs Relating to Federal Awards

2023-3 Single audit and various federal grant progress reports are required to be filed timely.

Criteria: The Office of Management and Budget of the US Government requires all entities that expend more than $750,000 in Federal awards must have a single audit and submit to The Federal Clearing House within 9 months after the entities year end. Additionally, certain federal grants required interim reports. The Organization was late in filing the SAC report and in filing some of their federal grant progress reports. These reports are necessary to assure that federal funds are expended for their intended purpose and that adequate controls and their compliance are verified through the independent audit process. Timely filing of these reports assures efficient and timely identification of any deficiencies.

Condition: This was a new and large renovation for the Organization utilizing state and federal funding that had not been utilized in the past. This large complicated rehabilitation created additional complex burdens on the finance area that require additional training to assure proper accounting. Additionally, mid way through the project, the Executive Director who was instrumental with the acquisition and administration of the federal funds, left employment and left a void in the compliance of these reports.

Effect: All other federal standards were met. There were no questioned cost or other federal findings. The Organization was otherwise completely compliant, it just resulted in a slight delay in providing the proper reports.

Cause: Completely new funding sources utilizing complex grants never encountered in prior years with complex grant requirements. The loss of the executive director midstream created a delay in getting the reports out timely.

Recommendation Procedures and processes should be put in place to alert all senior management and the BOD of the required due dates that the Organization needs to comply with. Additional resources may also be needed to prepare for the annual audit and to meet the additional requirements required under Single Audits

Response: The Organization when it became aware of the late reports, has made its best efforts to file and update reports as required. Additional resources have been hired to help in the finance area to shorten audit timing and the BOD and management has now programmed the new compliance dates into their calendar to assure future compliance. Additionally, the organization notes that it complied with all other federal requirements and its maintaining of good internal controls. Just an unfortunate oversight due to staff turnover.

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NASHUA SOUP KITCHEN AND SHELTER, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED JUNE 30, 2023

4. Financial Statement Findings - Status of Prior Year Findings and Recommendations

Significant Deficiencies

2022-1 Miss-classification of grant income and debt in financial reporting and various material adjustments necessary

Condition: The classification of grants as revenue and support or debt is often difficult. Proper classification and adjustments are crucial of debt and sale of assets as income can be substantial distorted, and both the statements of activities and the statement of financial position are materially affected. Additionally, it can significantly impact management and statement users by not showing the underlying commitments. Underling contracts and transactions should be reviewed in detail and information then conveyed to the finance department to assure the transactions are reported correctly.

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

Current Status: Not Implemented.

Organization Explanation: See current year finding 2023-1.

2023-2 The Organization is required to accurately present financial statements in accordance with generally accepted accounting principles.

Condition: There were several material adjustments and reclassifications that were needed to properly prepare the Organization's financial statements. Accrued wages were not accrued and required adjustment. Grants as noted above were reclassified. Additionally, it was noted that revenue and expense allocations changed from last year. These changes were earmarked but not supported by time studies or time sheet reports. Additionally, In-kind revenue and expenses dropped significantly. Internal financial statements were not properly reported to management and classification changes can provide comparability issues.

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

Current Status: Not Implemented.

Organization Explanation: See current year finding 2023-2.

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Nashua Soup Kitchen & Shelter, Inc.

Board of Directors
FY 2025

Bates, Joe	Vice President
Pattison, Camille	Vice President
Ryan, Jerry	Treasurer
LaRose, Madeleine	Clerk
Ruo, Rick	At large
[redacted]	
Bagley, Keith	At large
Bennett, Linda	At large
Bois, Jennifer	At large
Bolton, Thomas	At large
Kellner, Amy	At large
Kelly, Shoshanna	At large
Moran, Melbourne	At large
Munoz, Iraida	At large
Ortega, Christopher	At large
Steenhuis, Amanda	At large

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OLGA CRUZ

[redacted]

EXPERIENCE

12-07 – Present Nashua Soup Kitchen & Shelter Nashua, NH
Program Director
Monitor the daily operations of two emergency shelters, a soup kitchen, 3 transitional apartments, and the administrative staff. Assure that all shelter and kitchen guidelines are followed in order to keep the staff and clients safe. Other responsibilities include budgeting, grant reporting, liaison between the city welfare office and other social service agencies to network in providing services to the clients. Administer performance reviews, supervision of office staff and managers. Participate in the shelter directors meetings, ending homelessness meetings, continuum of care meetings, and other meetings as necessary for the Greater Nashua Area.

2/07 – 12/07 ***Hispanic Advocate***
Assisted the Hispanic population in accessing services with other providers and referred them to the appropriate agency. Assessed client needs and assisted them by collaborating with other agencies to obtain funds for clients who were facing eviction, have utility shut off notices, vital records, and other issues. Clients received a loan from the agency so that they can keep their utility services active, and also received financial assistance to avoid eviction.

8/99 - 8/05 CAB Health & Recovery Services, Inc. Danvers, MA
Program Manager
Responsibilities included the overall daily operations of two residential treatment programs for women and children. Assured that all residents were safe and followed program guidelines and procedures. Delegated and monitored tasks assigned to staff for completion in a timely manner. Responsible for accounts receivables, budgeting, staff meetings, liaison between the agency and outside service providers, mediation between residents, administering performance reviews, supervision of all employees, house meetings with residents, attended program managers meetings, health & safety meetings, and other meetings as required. Also helped others with whatever was necessary.

7/97 - 8/99
Office Manager
Supervision of the House Manager and the Driver; arranged meetings, transportation schedule for residents; delegated work; daycare menus; staff meetings; manager meetings; budgeting, incoming calls, general office procedures, accounts receivables, accounts payables; developed and maintained budgets for food, housekeeping, medical supplies, office supplies, etc; data entry for the research team, third party billing, bank deposits, and many other tasks as necessary.

1992-1996 Dipti V. Shah, R.P.T. Lowell, MA
Officer Manager
Managed three offices for the sole proprietor of a physical therapy office; general office procedures. Accounts payable, accounts receivables, bank deposits, owner's banking accounts, supervised 4 employees plus delegated work to other staff members, traveled between offices for necessary paperwork and files to be completed, incoming and outgoing calls. Produced patient reports, collections, attorney liaison.

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1983 - 1991 Lowell Community Health Center Lowell, MA
Administrative Assistant
Incoming and outgoing calls, third party billing, general office procedures, translated, pediatric/adult appointments, registered new patients, completed new records, data entry, mental health appointments, reports, scheduled meetings, etc.

EDUCATION

University of Phoenix
BS/BM 2010

1994-1996 Newbury College - Brookline, MA
Associates of Science in Paralegal
- Attended 3 semesters of course studies.

1993 G.L.R.V.T.H.S. - Lowell, MA
Legal Secretary Certificate
Intensive 900 hours certificate in a 6 month period. MS Word, Powerpoint, Excel, Desktop Publishing, WordPerfect, Transcribing, Legal Terminology, Technical Business Writing, and Business Math.

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

LANGUAGE

Fluent in Spanish

Docusign Envelope ID: 38434C82-847A-414E-A5F9-30034327F9CA

AIXA H. LOVEZZOLA



OBJECTIVE

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

EDUCATION

BA | Catholic University, Ponce, PR
MBA | New Hampshire College, Salem NH (One year)

EXPERIENCE

Director of Finance | Shrewsbury Montessori School
2014 – 2021

General Administration

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

Financial

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

Human Resources

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

Technology

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

Other

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

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Finance/Human Resources | Fruitlands Museum, Inc.
2009 – 2014

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

Business/Human Resources Manager | The Children's Center at Groton
2004 – 2008

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

SKILLS & EXPERTISE

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

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NH Department of Health and Human Services

KEY PERSONNEL

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

Job descriptions not required for vacant positions.

Contractor Name: **Nashua Soup Kitchen & Shelter**

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Olga Cruz	Shelter Director	$7,758.70	$77,587.00
Aixa Lovezolla	Director of Finance and HR	$8,200.00	$82,000.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00

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ARC

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

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

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

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

See attached fiscal details.

Docusign Envelope ID: 38434C82-847A-414E-A5F9-30034327F9CA

EXPLANATION

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

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

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

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

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

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

Area served: Statewide.

Respectfully submitted,

Lori A. Weaver
Commissioner

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

100% General Funds

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

County of Merrimack — Vendor # 177435 - B001

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

County of Strafford — Vendor # 177478 - B001

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

The Lakes Region Mental Health Center, Inc. — Vendor # 154480 - B001

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

Nashua Soup Kitchen and Shelter, Inc. — Vendor # 174173 - P001

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

Southwestern Community Services, Inc. — Vendor # 177511 - B001

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

Tri-County Community Action Program, Inc. — Vendor # 177195 - B001

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

Way Station — Vendor # 339623 - R001

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

Total	$920,000	$920,000	$1,840,000

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $495,000

3. Modify Exhibit C, Payment Terms, Section 3, to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget, Amendment #1.

4. Add Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

5/16/2024
Date

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

Nashua Soup Kitchen and Shelter, Inc.

5/16/2024
Date

DocuSigned by:
Jane Goodman
Name: Jane Goodman
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

5/20/2024
Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Nashua Soup Kitchen and Shelter, Inc.*

Budget Request for: *Cold Weather Shelter Program*

Budget Period *SFY 2025 (7/1/24-6/30/25)*

Indirect Cost Rate (If applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$139,552
2. Fringe Benefits	$12,480
3. Consultants	$3,840
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$8,000
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$1,600
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/Communications	$0
8. (b) Other - Education and Training	$400
8. (c) Other - Other (specify below)	
Other -sheets/pillows/pillow protectors	$2,800
Other -utilities	$6,880
Other - housekeeping/Laundry	$6,640
Cleaning/Maintenance	$6,000
Utilities/Insurance	$20,800
Floorspace	$11,008
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$220,000
Total Indirect Costs	$0
TOTAL	**$220,000**

Contractor Initials: [initials]

Date: 5/16/2024

Docusign Envelope ID: 38434C82-847A-414E-A5F9-30034327F9CA

ARC

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

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

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

See attached fiscal details.

Docusign Envelope ID: 38434C82-847A-414E-A5F9-30034327F9CA

EXPLANATION

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

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

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

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

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

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

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

Respectfully submitted,

Lori A. Weaver
Commissioner

Docusign Envelope ID: 38434C82-847A-414E-A5F9-30034327F9CA

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

County of Merrimack — Vendor # 177435 - B001

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

County of Strafford — Vendor # 177478 - B001

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

The Lakes Region Mental Health Center, Inc. — Vendor # 154480 - B001

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

Nashua Soup Kitchen and Shelter, Inc. — Vendor # 174173 - P001

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

Southwestern Community Services, Inc. — Vendor # 177511 - B001

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

Tri-County Community Action Program, Inc. — Vendor # 177195 - B001

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

Way Station — Vendor # 339623 - R001

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

Total	$0	$920,000	$920,000

Docusign Envelope ID: 38434C82-847A-414E-A5F9-30034327F9CA

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

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

Project Title Cold Weather Shelter Program

	Maximum Points Available	Community Action Partnership of Strafford County (Strafford)	County of Merrimack (Merrimack)	Lakes Region Mental Health Center, Inc (Belknap)	Nashua Soup Kitchen and Shelter (Hillsborough)	Southwestern Community Services, Inc (Cheshire)	Southwestern Community Services, Inc (Sullivan)	Strafford County (Strafford)
Technical								
Capacity (Q1)	20	18	15	15	20	17	17	20
Collaboration (Q2)	40	40	30	33	35	30	30	40
Experience (Q3)	20	20	15	14	15	16	15	20
Knowledge (Q4)	20	18	14	20	17	18	16	20
TOTAL POINTS	100	96	74	82	87	81	78	100
TOTAL PROPOSED VENDOR COST		*Not Applicable - No Cost Proposal for RFA*						

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

Docusign Envelope ID: 38434C82-847A-414E-A5F9-30034327F9CA

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

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

Project Title Cold Weather Shelter Program

	Maximum Points Available	Tri County CAP (Carroll)	Tri County CAP (Coos)	Tri County CAP (Grafton)	Way Station (Carroll)
Technical					
Capacity (Q1)	20	15	18	18	18
Collaboration (Q2)	40	28	35	35	40
Experience (Q3)	20	18	18	19	19
Knowledge (Q4)	20	18	19	19	20
TOTAL POINTS	100	79	90	91	97
TOTAL PROPOSED VENDOR COST		*Not Applicable - No Cost Proposal for RFA*			

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

FORM NUMBER P-37 (version 12/11/2019)

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

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

AGREEMENT

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

GENERAL PROVISIONS

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 Nashua Soup Kitchen and Shelter, Inc.		1.4 Contractor Address 2 Quincy Street, Nashua, NH 03060	
1.5 Contractor Phone Number 603-889-7770	1.6 Account Number 05-95-42-423010-63850000-102-500731	1.7 Completion Date 6/30/2024	1.8 Price Limitation $275,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Jane Goodman 8/28/2023 Date:		1.12 Name and Title of Contractor Signatory Jane Goodman Acting Director	
1.13 State Agency Signature DocuSigned by: Katja S. Fox 8/28/2023 Date:		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino On: 8/29/2023			
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 omission of the

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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.

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Date 8/28/2023

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

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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

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

EXHIBIT B

Scope of Services

1. Statement of Work

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

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

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

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

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

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

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

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

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

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

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

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

1.3.4.1. Building maintenance and repair;

1.3.4.2. Security systems;

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

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;

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;

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

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

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

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

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

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

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

1.15.2. Completion of Transition Services

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

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

1.15.3. Disagreement over Transition Services Results

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."

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

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

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

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

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

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to housingsupportsinvoices@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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.

Docusign Envelope ID: 38434C82-847A-414E-A5F9-30034327F9CA

DocuSign Envelope ID: 868139E9-FE76-43EC-9A67-D159B58355E3

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Nashua Soup Kitchen and Shelter, Inc.*

Budget Request for: *Cold Weather Shelter Program*

Budget Period *SFY 2024 (10/1/23-6/30/24)*

Indirect Cost Rate (If applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$174,440
2. Fringe Benefits	$15,600
3. Consultants	$4,800
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$10,000
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$2,000
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/Communications	$0
8. (b) Other - Education and Training	$500
8. (c) Other - Other (specify below)	
Other -sheets/pillows/pillow protectors	$3,500
Other -utilities	$8,600
Other - housekeeping/Laundry	$8,300
Cleaning/Maintenance	$7,500
Utilities/Insurance	$26,000
Floorspace	$13,760
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$275,000
Total Indirect Costs	$0
TOTAL	**$275,000**

DS

8/28/2023

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

Contractor Initials

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.

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

Contractor Initials DS

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

Contractor Initials DS

Date 8/28/2023

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire
Department of Health and Human Services
Amendment #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 Southwestern Community Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item #47), as amended on June 12, 2024 (Item #30), 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:

   $500,000

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.

DS
BD
Contractor Initials_____
Date 4/8/2025

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

4/8/2025
Date

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

Southwestern Community Services, Inc.

4/8/2025
Date

DocuSigned by:
Beth Daniels
Name: Beth Daniels
Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

4/28/2025
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: *Southwestern Community Services, Inc.*

Budget Request for: *Cold Weather Shelter Program*

Budget Period *SFY 2026 (7/1/25 - 6/30/26)*

Indirect Cost Rate (if applicable) 3.00%

Line Item	Program Cost - Cheshire County	Program Cost - Sullivan County
1. Salary & Wages		
2. Fringe Benefits		
3. Consultants		
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*		
5.(a) Supplies - Educational		
5.(b) Supplies - Lab		
5.(c) Supplies - Pharmacy		
5.(d) Supplies -.Medical		
5.(e) Supplies Office		
6. Travel		
7. Software		
8. (a) Other - Marketing/Communications		
8. (b) Other - Education and Training		
8. (c) Other - Other (specify below)		
Direct Client Assistance	$58,252	$58,252
Cold Weather Gear and Supplies		
Administrative / Operations Support		
Other (please specify)		
9. Subrecipient Contracts		
Total Direct Costs	$58,252	$58,252
Total Indirect Costs	$1,748	$1,748
TOTAL	**$60,000**	**$60,000**
COMBINED TOTAL		**$120,000**

Contractor Initials: BS

Date: 4/29/2025

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Southwestern Community Services, Inc.*

Budget Request for: *Cold Weather Shelter Program*

Budget Period *SFY 2027 (7/1/26 - 6/30/27)*

Indirect Cost Rate (if applicable) 3.00%

Line Item	Program Cost - Cheshire County	Program Cost - Sullivan County
1. Salary & Wages		
2. Fringe Benefits		
3. Consultants		
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*		
5.(a) Supplies - Educational		
5.(b) Supplies - Lab		
5.(c) Supplies - Pharmacy		
5.(d) Supplies - Medical		
5.(e) Supplies Office		
6. Travel		
7. Software		
8. (a) Other - Marketing/Communications		
8. (b) Other - Education and Training		
8. (c) Other - Other (specify below)		
Direct Client Assistance	$58,252	$58,252
Cold Weather Gear and Supplies		
Administrative / Operations Support		
Other (please specify)		
9. Subrecipient Contracts		
Total Direct Costs	$58,252	$58,252
Total Indirect Costs	$1,748	$1,748
TOTAL	**$60,000**	**$60,000**
COMBINED TOTAL		**$120,000**

Contractor Initials: DV

Date: 4/29/2025

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State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: **65514**

Certificate Number: **0006663003**

IN TESTIMONY WHEREOF,

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

David M. Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 14 20 24 at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

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

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

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

Dated: 4/1/2025

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

Docusign Envelope ID: B9DB2A74-F6D0-4FE7-8F6A-A2DC375F0EB8

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Hilb Group New England, LLC PO Box 606 Keene NH 03431	CONTACT NAME: Ana O'Donnell, CPIW, CIC PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: aodonnell@hilbgroup.com
INSURED Southwestern Community Services, Inc. PO Box 603 Keene NH 03431-0603	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Indemnity Insurance Co — 18058 INSURER B: Granite State Healthcare & Human Services Trust INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 25/26 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2636316	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PROFESSIONAL LIAB	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1M / 2M
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2636315	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			PHUB893672	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20232000036	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

3a state: NH. All officers included. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies referenced herein.

CERTIFICATE HOLDER

State of NH, Department of Health & Human Services
129 Pleasant Street
Concord NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Southwestern Community Services

People helping people in Cheshire and Sullivan Counties since 1965

Mission Statement

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

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Financial Statements

SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

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

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

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

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

INDEPENDENT AUDITORS' REPORT

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

Report on the Audit of the Financial Statements

Opinion

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

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. and related companies as of May 31, 2023, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Financial Statements

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

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

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

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

Report on Summarized Comparative Information

We have previously audited Southwestern Community Services, Inc. and related companies' 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 9, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended May 31, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Supplementary Information

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 24, 2024, on our consideration of Southwestern Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Southwestern Community Services, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southwestern Community Services, Inc.'s internal control over financial reporting and compliance.

Leone McDonnell & Roberts
Professional Association

Wolfeboro, New Hampshire
January 24, 2024

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
MAY 31, 2023 AND 2022

ASSETS

	2023	2022
CURRENT ASSETS		
Cash and cash equivalents	$ 2,237,914	$ 3,153,976
Accounts receivable, net	2,027,517	1,745,952
Prepaid expenses	157,449	243,990
Total current assets	4,422,880	5,143,918
PROPERTY		
Land and buildings	30,392,465	29,859,136
Vehicles and equipment	647,670	555,554
Furniture and fixtures	983,264	958,072
Total property	32,023,399	31,372,762
Less accumulated depreciation	16,520,026	15,527,483
Property, net	15,503,373	15,845,279
OTHER ASSETS		
Investment in related parties	64,178	94,230
Right of use asset	98,159	-
Due from related parties	53,895	47,566
Cash escrow and reserve funds	1,556,493	1,479,277
Security deposits	111,044	111,033
Other assets	384	384
Total other assets	1,884,153	1,732,490
Total assets	$ 21,810,406	$ 22,721,687

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 239,270	$ 208,035
Accrued expenses	158,107	229,110
Accrued payroll and payroll taxes	235,401	353,786
Other current liabilities	166,988	158,972
Refundable advances	1,246,787	1,519,622
Current portion of right of use liability	32,364	-
Current portion of Economic Injury Disaster Loan	3,685	3,585
Current portion of long term debt	183,158	159,974
Total current liabilities	2,265,760	2,633,084
NONCURRENT LIABILITIES		
Long term right of use liability, less current portion shown above	65,795	-
Economic Injury Disaster Loan, less current portion shown above	144,966	146,415
Long term debt, less current portion shown above	11,103,983	11,243,212
Total noncurrent liabilities	11,314,744	11,389,627
Total liabilities	13,580,504	14,022,711
NET ASSETS		
Without donor restrictions	8,106,510	8,564,624
With donor restrictions	123,392	134,352
Total net assets	8,229,902	8,698,976
Total liabilities and net assets	$ 21,810,406	$ 22,721,687

See Notes to Consolidated Financial Statements

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED MAY 31, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

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

See Notes to Consolidated Financial Statements

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED MAY 31, 2023

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2023 Total
Payroll	$ 694,298	$ 1,847,987	$ 633,731	$ 625,222	$ 353,418	$ 441,854	$ 4,596,510	$ 918,734	$ 5,515,244
Payroll taxes	57,891	151,683	50,582	49,028	30,751	36,239	376,154	67,510	443,664
Employee benefits	132,486	360,268	144,229	212,369	35,364	128,121	1,012,817	163,746	1,176,563
Retirement	35,253	105,574	38,176	44,702	15,838	26,598	286,141	63,144	349,285
Advertising	3,510	7,035	1,706	3,611	2,333	-	18,195	1,524	19,719
Bank charges	10	-	23	4,175	-	-	4,208	8,243	12,451
Computer cost	22,147	21,189	21,648	28,550	19,001	-	112,533	147,767	260,300
Contractual	751,062	15,648	35,804	21,229	32,679	11,039	867,461	117,724	985,205
Depreciation	-	28,865	159,460	692,182	-	7,700	888,207	148,562	1,036,769
Dues/registration	-	4,480	-	1,080	488	267	6,295	11,110	17,405
Duplicating	1,469	12,587	-	-	-	-	14,056	16,742	30,798
Insurance	13,455	16,378	38,947	70,125	19,755	9,030	167,690	44,378	212,068
Interest	-	3,940	5,205	54,004	-	428	63,577	108,853	172,230
Meeting and conference	13,891	158	898	3,962	4,153	901	23,959	15,367	39,326
Miscellaneous expense	1,205	2,599	45	130,108	13,041	1,164	148,162	36,401	184,563
Miscellaneous taxes	-	-	-	122,213	-	-	122,213	451	122,664
Equipment purchases	7,732	3,638	-	7,983	-	-	19,351	590	19,941
Office expense	66,290	12,574	31,714	12,403	10,330	1,830	135,141	33,063	168,204
Postage	1,378	226	176	123	484	-	2,387	37,767	40,154
Professional fees	2,825	-	6,559	32,542	-	-	41,926	99,770	141,696
Staff development and training	10,191	1,323	1,065	6,558	1,760	1,228	22,125	24,323	46,448
Subscriptions	-	-	-	115	-	-	115	327	442
Telephone	7,081	4,984	29,729	19,282	1,771	1,898	64,745	60,155	124,900
Travel	7,440	19,611	128,830	10,111	38,103	-	204,095	6,650	210,745
Vehicle	15,982	551	1,653	25,000	83,381	7,639	134,186	772	134,938
Rent	19,200	13,900	-	-	-	-	33,100	-	33,100
Space costs	18,019	244,532	554,835	922,645	15,968	-	1,755,999	160,957	1,916,956
Direct client assistance	8,012,822	140,913	7,532,435	14,183	52,443	2,284	15,755,080	45,928	15,801,008
In-kind expenses	-	69,852	-	-	-	-	69,852	-	69,852
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	9,895,817	3,090,471	9,417,446	3,113,505	731,021	678,220	26,926,280	2,360,358	29,286,638
Allocation of management and general expenses	867,450	270,911	825,533	272,930	64,081	59,453	2,360,358	(2,360,358)	-
TOTAL FUNCTIONAL EXPENSES	$ 10,763,067	$ 3,361,382	$ 10,242,979	$ 3,386,435	$ 795,102	$ 737,673	$ 29,286,638	$ -	$ 29,286,638

See Notes to Consolidated Financial Statements

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

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

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2022 Total
Payroll	$ 551,449	$ 1,553,713	$ 601,469	$ 672,177	$ 340,079	$ 416,924	$ 4,135,811	$ 856,748	$ 4,992,559
Payroll taxes	45,132	127,557	49,849	51,549	30,490	35,545	340,122	68,379	408,501
Employee benefits	137,544	387,109	140,322	217,637	27,775	137,184	1,047,571	101,743	1,149,314
Retirement	31,440	95,678	32,687	49,044	16,083	18,580	243,710	66,594	310,304
Advertising	1,066	12,573	428	7,537	8,801	-	30,405	5,120	35,525
Bank charges	35	-	663	4,650	-	-	5,348	9,701	15,049
Computer cost	307	15,754	13,319	8,001	14,818	-	52,199	127,747	179,946
Contractual	628,975	15,256	87,421	26,033	-	35,197	992,882	63,330	1,056,212
Depreciation	-	26,438	134,036	674,508	-	3,810	838,790	150,983	989,773
Dues/registration	-	2,539	-	490	508	125	3,662	11,739	15,401
Duplicating	-	8,660	-	-	-	-	8,660	5,503	14,163
Insurance	6,123	16,620	35,676	62,108	19,859	7,313	147,699	45,537	193,236
Interest	-	423	9,536	48,822	-	278	59,059	118,506	177,565
Meeting and conference	-	-	354	3,255	832	2,862	7,303	1,636	8,939
Miscellaneous expense	670	2,917	120	112,217	6,388	5,102	127,414	30,814	158,228
Miscellaneous taxes	-	-	-	129,976	-	-	129,976	150	130,126
Equipment purchases	14,730	3,421	-	5,376	-	519	24,046	720	24,766
Office expense	43,201	8,735	22,754	10,409	3,513	90	88,702	24,071	112,773
Postage	190	383	28	24	171	-	796	33,927	34,723
Professional fees	1,075	-	4,323	26,930	-	220	32,548	85,753	118,301
Staff development and training	1,866	2,687	825	3,095	121	1,665	10,259	8,781	19,040
Subscriptions	-	-	-	228	-	-	228	180	408
Telephone	5,147	3,727	21,870	19,709	1,930	1,298	53,481	46,594	100,075
Travel	4,715	18,859	11,158	14,784	26,330	249	76,095	1,428	77,523
Vehicle	9,433	-	2,099	24,565	79,216	13,051	128,374	1,420	129,794
Rent	8,000	16,300	-	-	24,595	-	48,895	-	48,895
Space costs	21,837	205,132	456,408	886,317	19,742	25	1,589,461	164,162	1,753,623
Direct client assistance	5,338,825	212,848	11,724,070	11,007	37,540	2,953	17,327,043	-	17,327,043
In-kind expenses	-	89,366	-	-	-	-	89,366	-	89,366
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	7,051,760	2,826,493	13,349,415	3,070,446	658,791	683,000	27,639,905	2,031,266	29,671,171
Allocation of management and general expenses	518,236	207,720	981,053	225,848	48,415	50,194	2,031,266	(2,031,266)	-
TOTAL FUNCTIONAL EXPENSES	$ 7,569,996	$ 3,034,213	$ 14,330,468	$ 3,296,094	$ 707,206	$ 733,194	$ 29,671,171	$ -	$ 29,671,171

See Notes to Consolidated Financial Statements

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

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

See Notes to Consolidated Financial Statements

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED MAY 31, 2023 AND 2022

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

See Notes to Consolidated Financial Statements

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NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

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

Principles of Consolidation

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

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

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Basis of Accounting

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

Basis of Presentation

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

> Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's Board of Directors.
>
> Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

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

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

Estimates

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

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

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

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

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

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

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

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Property and Depreciation

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

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

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

Advertising

The Organization expenses advertising costs as incurred.

Income Taxes

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

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

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

	2023	2022
Tax benefit from loss carryforwards	$ 286,957	$ 274,630
Valuation allowance	(286,957)	(274,630)
Deferred tax asset	$ -	$ -

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

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

Fair Value of Financial Instruments

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

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

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

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

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

Support and Revenue Recognition

Contracts with Customers

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

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

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

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

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

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Private Grant Revenue and Contributions (Support)

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

Government Grants and Support

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

Rental Revenue

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

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Functional Allocation of Expenses

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

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

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

New Accounting Pronouncement

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

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

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

NOTE 2 BANK LINE OF CREDIT

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

NOTE 3 LONG TERM DEBT

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

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

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

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

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

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

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

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

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

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

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

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

NOTE 4 ECONOMIC INJURY DISASTER LOAN

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

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

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

NOTE 5 FORGIVENESS OF DEBT

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

NOTE 6 OPERATING LEASES

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

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

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

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

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

NOTE 7 ACCRUED COMPENSATED BALANCES

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

NOTE 8 CONTINGENCIES

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

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

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

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

NOTE 9 RELATED PARTY TRANSACTIONS

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

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

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

NOTE 10 EQUITY INVESTMENT

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

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

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

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

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

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

NOTE 11 RETIREMENT PLAN

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

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NOTE 12 RESTRICTIONS ON NET ASSETS

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

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

NOTE 13 BOARD DESIGNATED NET ASSETS

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

NOTE 14 LIQUIDITY AND AVAILABILITY

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

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

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

NOTE 15 IN-KIND CONTRIBUTIONS/SERVICES

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

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

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

NOTE 16 RECLASSIFICATION

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

NOTE 17 SUBSEQUENT EVENTS

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

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

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
FOR THE YEAR ENDED MAY 31, 2023

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2023 Total
REVENUES AND OTHER SUPPORT									
Government contracts	$ 9,381,673	$ 3,512,407	$ 9,284,458	$ 4,217	$ 509,801	$ 122,528	$ 22,815,084	$ 592,307	$ 23,407,391
Program service fees	622,718	-	182,240	727,503	-	948,499	2,480,960	-	2,480,960
Rental income	-	-	70,369	1,779,682	-	-	1,850,051	23,175	1,873,226
Support	136,478	44,743	255,916.00	3,500	130,414	143,845	714,894	252	715,146
Sponsorship	-	2,269	-	-	-	5,928	8,197	-	8,197
Interest income	1,031	837	2,401	4,042	91	2,522	10,924	7,311	18,235
Forgiveness of debt	-	-	143,911	23,020	-	-	166,931	-	166,931
Miscellaneous	4,543	3,480	12,123	60,276	-	-	80,422	24,320	104,742
In-kind contributions	-	69,852	-	-	-	-	69,852	-	69,852
Total revenues and other support	$ 10,146,441	$ 3,633,588	$ 9,951,418	$ 2,602,240	$ 640,306	$ 1,223,522	$ 28,197,315	$ 647,365	$ 28,844,680
EXPENSES									
Payroll	$ 894,298	$ 1,847,987	$ 633,731	$ 625,222	$ 353,418	$ 441,854	$ 4,596,510	$ 918,734	$ 6,515,244
Payroll taxes	57,891	151,663	50,582	49,026	30,751	36,239	376,154	67,510	443,664
Employee benefits	132,466	360,268	144,229	212,369	35,364	128,121	1,012,817	163,746	1,176,563
Retirement	35,253	105,574	38,176	44,702	15,838	26,598	266,141	83,144	349,285
Advertising	3,510	7,035	1,706	3,611	2,333	-	18,195	1,524	19,719
Bank charges	10	-	23	4,175	-	-	4,208	8,243	12,451
Computer cost	22,147	21,189	21,646	28,550	19,001	-	112,533	147,767	260,300
Contractual	751,082	15,648	35,804	21,229	32,679	11,039	867,481	117,724	985,205
Depreciation	-	28,865	159,460	692,182	-	7,700	888,207	148,562	1,036,769
Dues/registration	-	4,480	-	1,060	466	267	6,295	11,110	17,405
Duplicating	1,469	12,587	-	-	-	-	14,056	16,742	30,798
Insurance	13,455	16,378	38,947	70,125	19,755	9,030	167,690	44,378	212,068
Interest	-	3,940	5,205	54,004	-	428	63,577	108,653	172,230
Meeting and conference	13,891	158	896	3,862	4,153	901	23,959	15,367	39,326
Miscellaneous expense	1,205	2,599	45	130,108	13,041	1,164	148,162	36,401	184,563
Miscellaneous taxes	-	-	-	122,213	-	-	122,213	451	122,664
Equipment purchases	7,732	3,636	-	7,983	-	-	19,351	590	19,941
Office expense	66,290	12,574	31,714	12,403	10,330	1,830	135,141	33,063	168,204
Postage	1,378	226	178	123	484	-	2,387	37,767	40,154
Professional fees	2,825	-	6,559	32,542	-	-	41,926	99,770	141,696
Staff development and training	10,191	1,323	1,065	6,558	1,760	1,228	22,125	24,323	46,448
Subscriptions	-	-	-	115	-	-	115	327	442
Telephone	7,081	4,984	29,729	19,282	1,771	1,898	64,745	60,155	124,900
Travel	7,440	19,611	128,830	10,111	38,103	-	204,095	6,650	210,745
Vehicle	15,962	551	1,653	25,000	83,361	7,639	134,166	772	134,938
Rent	19,200	13,900	-	-	-	-	33,100	-	33,100
Space costs	18,019	244,532	554,835	922,645	15,968	-	1,755,999	160,957	1,916,956
Direct client assistance	8,012,822	140,913	7,532,435	14,183	52,443	2,284	15,755,080	45,928	15,801,008
In-kind expenses	-	69,852	-	-	-	-	69,852	-	69,852
TOTAL FUNCTIONAL EXPENSES BEFORE MANAGEMENT AND GENERAL ALLOCATION	9,895,817	3,090,471	9,417,446	3,113,505	731,021	678,220	26,926,280	2,360,358	29,286,638
Allocation of management and general expenses	867,450	270,911	825,533	272,930	64,081	59,453	2,360,358	(2,360,358)	-
TOTAL FUNCTIONAL EXPENSES	$ 10,763,067	$ 3,361,382	$ 10,242,979	$ 3,386,435	$ 795,102	$ 737,673	$ 29,286,638	$ -	$ 29,286,638

See Independent Auditors' Report

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SOUTHWESTERN COMMUNITY SERVICES, INC. AND RELATED COMPANIES

CONSOLIDATED SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
FOR THE YEAR ENDED MAY 31, 2022

	Home Energy Programs	Education and Nutrition	Homeless Programs	Housing Services	Economic Development Services	Other Programs	Total Program	Management and General	2022 Total
REVENUES AND OTHER SUPPORT									
Government contracts	$ 6,681,798	$ 3,398,274	$ 12,928,412	$ 4,791	$ 714,196	$ 225,735	$ 23,951,204	$ 602,370	$ 24,553,574
Program service fee	1,163,537	-	93,555	781,840	-	946,475	2,985,407	6,000	2,991,407
Rental income	-	-	84,046	1,713,405	-	-	1,797,451	20,185	1,817,636
Support	68,298	14,491	254,836	-	191,342	120,408	649,175	20,000	669,175
Sponsorship	-	-	-	-	-	28,520	28,520	-	28,520
Interest income	7	2	153	302	56	54	574	525	1,099
Forgiveness of debt	-	-	67,590	23,019	-	-	90,609	-	90,609
Miscellaneous	10,270	1,033	9,973	86,870	33,651	-	141,797	15,157	156,954
In-kind contributions	-	89,366	-	-	-	-	89,366	-	89,366
Total revenues and other support	$ 7,923,908	$ 3,503,166	$ 13,436,365	$ 2,610,227	$ 939,245	$ 1,321,192	$ 29,734,103	$ 664,237	$ 30,398,340
EXPENSES									
Payroll	$ 551,449	$ 1,553,713	$ 801,469	$ 672,177	$ 340,079	$ 416,924	$ 4,135,811	$ 856,748	$ 4,992,559
Payroll taxes	45,132	127,557	49,849	51,549	30,490	35,545	340,122	68,379	408,501
Employee benefits	137,544	387,109	140,322	217,637	27,775	137,184	1,047,571	101,743	1,149,314
Retirement	31,440	95,676	32,887	49,044	16,083	18,580	243,710	66,594	310,304
Advertising	1,066	12,573	428	7,537	8,801	-	30,405	5,120	35,525
Bank Charges	35	-	663	4,650	-	-	5,348	9,701	15,049
Computer cost	307	15,754	13,319	8,001	14,818	-	52,199	127,747	179,946
Contractual	828,975	15,256	87,421	26,033	-	35,197	992,882	63,330	1,056,212
Depreciation	-	26,438	134,036	674,506	-	3,810	838,790	150,983	989,773
Dues/registration	-	2,539	-	490	508	125	3,662	11,739	15,401
Duplicating	-	8,660	-	-	-	-	8,660	5,503	14,163
Insurance	6,123	16,620	35,676	62,108	19,859	7,313	147,699	45,537	193,236
Interest	-	423	9,536	48,822	-	278	59,059	118,506	177,565
Meeting and conference	-	-	354	3,255	832	2,862	7,303	1,636	8,939
Miscellaneous expense	670	2,917	120	112,217	6,388	5,102	127,414	30,814	158,228
Miscellaneous taxes	-	-	-	129,976	-	-	129,976	150	130,126
Equipment purchases	14,730	3,421	-	5,376	-	519	24,046	720	24,766
Office expense	43,201	8,735	22,754	10,409	3,513	90	88,702	24,071	112,773
Postage	190	383	28	24	171	-	796	33,927	34,723
Professional	1,075	-	4,323	26,930	-	220	32,548	85,753	118,301
Staff development and training	1,866	2,687	825	3,095	121	1,665	10,259	8,781	19,040
Subscriptions	-	-	-	228	-	-	228	180	408
Telephone	5,147	3,727	21,670	19,709	1,930	1,298	53,481	46,594	100,075
Travel	4,715	18,859	11,158	14,784	26,330	249	76,095	1,428	77,523
Vehicle	9,433	-	2,099	24,585	79,218	13,061	128,374	1,420	129,794
Rent	8,000	16,300	-	-	24,595	-	48,895	-	48,895
Space costs	21,837	205,132	456,408	886,317	19,742	25	1,589,461	164,162	1,753,623
Direct client assistance	5,338,825	212,648	11,724,070	11,007	37,540	2,953	17,327,043	-	17,327,043
In-kind expenses	-	89,366	-	-	-	-	89,366	-	89,366
TOTAL FUNCTIONAL EXPENSES BEFORE GENERAL AND MANAGEMENT ALLOCATION	7,051,760	2,826,493	13,349,415	3,070,446	658,791	883,000	27,839,905	2,031,266	29,671,171
Allocation of management and general expenses	518,236	207,720	981,053	225,648	48,415	50,194	2,031,266	(2,031,266)	-
TOTAL FUNCTIONAL EXPENSES	$ 7,569,996	$ 3,034,213	$ 14,330,468	$ 3,296,094	$ 707,206	$ 733,194	$ 29,671,171	$ -	$ 29,671,171

See Independent Auditors' Report

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SOUTHWESTERN COMMUNITY SERVICES, INC.

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

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE	
U.S. Department of Agriculture					
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	10.557	State of NH, Department of Health & Human Services	010-090-52600000-500589		$ 369,773
Child and Adult Care Food Program	10.558	State of NH, Department of Education	Unknown		119,162
Food Distribution Cluster					
Commodity Supplemental Food Program	10.565	Community Action Program Belknap-Merrimack Counties	Unknown	$ 14,416	
Commodity Supplemental Food Program (Food Commodities)	10.565	Community Action Program Belknap-Merrimack Counties	Unknown	102,824	107,240
Total U.S. Department of Agriculture					$ 596,175
U.S. Department of Housing and Urban Development					
Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii	14.228	City of Keene	19-038-CDPF	$ 544,798	
COVID-19 Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii	14.228	City of Claremont	45 Central Street	112,367	$ 657,165
Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Housing Supports	10-042-79270000-102-500731	$ 240,733	
COVID-19 Emergency Solutions Grant Program	14.231	State of NH, DHHS, Bureau of Housing Supports	10-042-79270000-102-500731	37,684	278,417
Supportive Housing Program	14.235	State of NH, DHHS, Bureau of Housing Supports	10-042-79270000-074-500589		187,971
Shelter Plus Care	14.238	State of NH, DHHS, Bureau of Housing Supports	10-042-79270000-074-500589		305,243
Continuum of Care Program	14.267	State of NH, DHHS, Bureau of Housing Supports	10-042-79270000-074-500589	220,467	
Continuum of Care Program	14.267	State of NH, DHHS, Bureau of Housing Supports	10-042-79270000-074-500589	85,407	
Continuum of Care Program	14.267	State of NH, DHHS, Bureau of Housing Supports	10-042-79270000-074-500589	132,233	438,107
Total U.S. Department of Housing and Urban Development					$ 1,866,903
U.S. Department of Transportation Federal Transit Administration (FTA)					
Formula Grants for Rural Areas	20.509	State of NH, Department of Transportation	04-96-96-964010-2916		$ 381,464
Transit Services Programs Cluster					
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of NH, Department of Transportation	04-96-96-964010-2916		92,381
Total U.S. Department of Transportation Federal Transit Administration (FTA)					$ 473,845

See Notes to Schedule of Expenditures of Federal Awards

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SOUTHWESTERN COMMUNITY SERVICES, INC.

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

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE	
U.S. Department of Treasury					
Emergency Rental Assistance Program	21.023	New Hampshire Housing	ERA1; ERA2	$ 7,263,277	
Emergency Rental Assistance Program	21.023	New Hampshire Housing	00FRF602PH9529A;	130,000	7,393,277
Coronavirus State and Local Fiscal Recovery Funds	21.027	New Hampshire Housing	Emergency Temporary Housing		62,710
Total U.S. Department of Treasury					$ 7,455,987
U.S. Department of Energy					
Weatherization Assistance for Low-Income Persons	81.042	State of NH, Department of Energy	02-52-52-520010-33560000-074-500587	$ 232,735	
Weatherization Assistance for Low-Income Persons	81.042	State of NH, Department of Energy	02-52-52-520010-XXXX0000-074-500587	130,446	$ 363,181
Total U.S. Department of Energy					$ 363,181
U.S. Department of Health & Human Services					
Aging Cluster					
Special Programs for the Aging, Title III, Part B; Grants for Supportive Services and Senior Centers	93.044	State of NH, Department of Energy	02-52-52-520010-33540000-074-500587	$ 811	
Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers	93.044	State of NH, DHHS, Bureau of Elderly & Adult Services	48030315	57,087	$ 57,898
Grants to States to Support Oral Health Workforce Activities	93.236	State of NH, DHHS, NH Medicaid	1008368		373
Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises	93.391	State of NH, DHHS, Division of Public Health Services	90577150		97,445
Low Income Household Water Assistance Program	93.499	State of NH, Department of Energy	02-52-52-52010-19880000-500587; 02-52-52-52010-24520000-500587		229,492
Low Income Home Energy Assistance (Fuel Assistance)	93.568	State of NH, Department of Energy	02-052-052-52010-33540000	6,709,925	
Low Income Home Energy Assistance (BWP)	93.568	State of NH, Department of Energy	02-52-52-520010-33540000-074-500587	135,169	
COVID-19 Low Income Home Energy Assistance	93.568	State of NH, Department of Energy	02-052-052-520010-24490000	1,579,232	
ARPA Low Income Home Energy Assistance (BWP)	93.568	State of NH, Department of Energy	02-052-052-520010-24490000-074-500587	16,383	8,440,709
Community Services Block Grant	93.569	State of NH, DHHS, Div. of Family Assistance	45012170	402,239	
COVID-19 Community Services Block Grant	93.569	State of NH, DHHS, Division of Economic & Housing Stability	500731	114,705	516,944
Community Services Block Grant - Discretionary	93.570	State of NH, DHHS, Div. of Family Assistance	Unknown		22,652

See Notes to Schedule of Expenditures of Federal Awards

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SOUTHWESTERN COMMUNITY SERVICES, INC.

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

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S NUMBER	FEDERAL EXPENDITURE	
U.S. Department of Health & Human Services (continued)					
Head Start Cluster					
Head Start	93.600	Direct Funding	01CH011494	$ 2,424,089	
COVID-19 Head Start	93.600	Direct Funding	01CH011494	177,773	$ 2,601,862
Total U.S. Department of Health & Human Services					$ 11,967,375
U.S. Department of Homeland Security					
Emergency Food and Shelter National Board Program	97.024	State of NH, DHHS, Office of Human Services	Unknown		$ 1,548
Total U.S. Department of Homeland Security					$ 1,548
TOTAL					$ 22,725,014

See Notes to Schedule of Expenditures of Federal Awards

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SOUTHWESTERN COMMUNITY SERVICES, INC.

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

NOTE 1 BASIS OF PRESENTATION

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

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE 3 INDIRECT COST RATE

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

NOTE 4 FOOD DONATION

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

NOTE 5 SUBRECIPIENTS

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

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

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

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

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

Report on Internal Control Over Financial Reporting

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

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

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

Report on Compliance and Other Matters

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

Purpose of this Report

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

Leone McDonnell & Roberts
Professional Association

Wolfeboro, New Hampshire
January 24, 2024

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

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

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

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Southwestern Community Services, Inc.'s (a New Hampshire nonprofit corporation) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Southwestern Community Services, Inc.'s major federal programs for the year ended May 31, 2023. Southwestern Community Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Southwestern Community Services, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended May 31, 2023.

Basis for Opinion on Each Major Federal Program

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

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

Responsibilities of Management for Compliance

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

Auditors' Responsibilities for the Audit of Compliance

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

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

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

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

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Report on Internal Control Over Compliance

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

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

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

Wolfeboro, New Hampshire
January 24, 2024

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SOUTHWESTERN COMMUNITY SERVICES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED MAY 31, 2023

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the consolidated financial statements of Southwestern Community Services, Inc. and related companies were prepared in accordance with GAAP.

2. No significant deficiencies relating to the audit of the consolidated financial statements are reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. No material weaknesses are reported.

3. No instances of noncompliance material to the consolidated financial statements of Southwestern Community Services, Inc. and related companies, which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.

5. The auditors' report on compliance for the major federal award programs for Southwestern Community Services, Inc. expresses an unmodified opinion on all major federal programs.

6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.

7. The programs tested as major programs were: U.S. Department of Treasury; Emergency Rental Assistance Program, ALN 21.023; and U.S. Department of Energy; Weatherization Assistance for Low-Income Persons, ALN 81.042.

8. The threshold for distinguishing Type A and B programs was $750,000.

9. Southwestern Community Services, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

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SOUTHWESTERN COMMUNITY SERVICES, INC.

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED MAY 31, 2023

FINDINGS – FINANCIAL STATEMENT AUDIT

SIGNIFICANT DEFICIENCY

2022-001 – Lack of accurate and timely reconciliations

Condition: There was a delay in accurate account reconciliations at May 31, 2022.

Recommendation: Internal control policies and procedures should be followed throughout the year to ensure accurate and timely reconciliations.

Current Status: The Organization has made improvements to their internal control policies and appears to be following the policies as designed.

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Southwestern Community Services, Inc.
Board of Directors - 2024 Composition

	CHESHIRE COUNTY	SULLIVAN COUNTY
CONSTITUENT SECTOR	**Ron Nason** SCS Tenant	**Mary Lou Huffling** Fall Mountain Emergency Food Shelf Alstead Friendly Meals
	Heather Cameron Head Start Policy Council Parent Representative	**Anne Beattie** Newport Service Organization
PRIVATE SECTOR	**Kevin Watterson, *Chair*** Clarke Companies *(retired)*	**David Edkins, Vice-*Chair*** Town of Walpole
	Dominic Perkins, *Treasurer/Secretary* Senior VP, Retail Administration Savings Bank of Walpole	**Kerry Belknap Morris, M.Ed.** Early Childhood Education River Valley Community College
PUBLIC SECTOR	**Jay Kahn** State Senator, District 10	**Derek Ferland** Sullivan County Manager
	Andy Bohannon Parks, Recreation and Facilities Director City of Keene	**Liz Emerson** Planning and Zoning Administrator Town of Charlestown

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Margaret Freeman
[redacted]

Experience

2000 – Present
Southwestern Community Services Inc.
Keene, NH

Chief Financial Officer (2014 – present)
Supervising the quality of accounting and financial reporting of SCS; a Community Action Agency. Total funding of $18 million; federal, state and local funding sources. Primary responsibilities include overseeing the accounting functions, implementation and monitoring of internal controls, reporting financial position to the Board of Directors, preparation of the annual A-133 audit, member of agencies Senior Staff.

Fiscal Director (2000-2014)
Responsible to lead and manage the daily operations of the Fiscal Department of SCS. Primary duties include budget preparation and analysis, financial statement preparation and audit coordination.

1993 –2000
Emile J. Legere Management Corp
Keene, NH

Accountant
Provided bookkeeping for real estate management/development corp. Managed 16 affordable housing properties. Responsible for cash management, general ledger, A/P, A/R, financial statement prep, and audit prep. Leasing Manager of large commercial/retail property responsible for lease management and marketing of over 30 retail spaces.

Education

Leadership New Hampshire, Graduate 2011

Plymouth State University, Plymouth, NH
M.B.A., 1999

Keene State College, Keene, NH
B.S., Management, 1991; concentration Mathematics and Computer Science

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SARAH CROTEAU

[redacted]

CAREER OBJECTIVE:

Highly motivated person seeking challenging position where my experience and education will bring value to your organization.

Qualifications:

- Knowledge of Microsoft Word, Excel, Financial Edge, and PaperSave

EDUCATION:

Bachelors of Science in Business Management
Minor in Economics
Keene State College, Keene, NH (2011)

WORK EXPERIENCE:

Agency Fiscal Director
Southwestern Community Services, Keene, NH (2022-present)

- Maintains database for agency insurance for journal entries and submitting reimbursement
- Oversee cash flow for the agency
- Performs reconciliations of accounts for various federal, state and local programs.
- Prepares actual to budget reports and monitors any variances, interprets/shares financials with necessary governing bodies
- Prepares any required reporting and invoicing on a regular basis.
- Supervise staff
- Work with CFO in preparation of the audit Assists with training and technical assistance support as it is necessary.

Agency Accountant I
Southwestern Community Services, Keene, NH (2020-2022)

- Maintains database for agency insurance for journal entries and submitting reimbursement
- Performs reconciliations of accounts for various federal, state and local programs.
- Prepares actual to budget reports and monitors any variances, interprets/shares financials with necessary governing bodies
- Prepares any required reporting and invoicing on a regular basis.

Account Receivable
Southwestern Community Services, Keene, NH (2019-2020)

- Responsible for maintaining entries into Yardi Genesis 2 regarding tenant receipts via ACH draws, daily intake of money, or HUD payments for Limited Partnership and SCS properties
- Maintains entries into Financial Edge for general ledger and accounts receivable module
- Responsible for online banking activity for SCS and Limited Partnerships
- Responsible for collecting/receiving and depositing all cash receipts for SCS and Limited Partnership
- Work with program directors and vendors for following up and collecting payments
- Maintains database for agency insurance for journal entries and submitting reimbursement

Accounts Payable
Southwestern Community Services, Keene, NH (2016-2019)

- Enter invoices accurately and in a timely manner into Financial Edge for the agency and properties owned as well as Fuel Assistance Program for payment
- Prepare and print checks for the Fuel Assistance Program
- Work with employees to resolve any issues with invoices
- Assist other team members for reimbursement or submitting claims for taxes and insurance
- Retain records for agency owned vehicles for registration/insurance purposes
- Maintain file system for paid/unpaid invoices

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Accounts Payable

Hamshaw Lumber, Keene, NH (2011-2016)

- Prep and enter invoices into Eagle Browser for 3 stores
- Select and pay invoices for 2 stores and post payment
- Monthly statement reconciliations for vendors including credit cards
- Work with vendors and staff to research any problems
- Maintain organized filing system for all paid inventory and non-inventory and unpaid invoices
- Assist accounts receivable by helping customer's pay on their account and answer questions

PROFESSIONAL REFERENCES:

- Available upon request

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Sharon LaCount McKane

QUALIFICATION HIGHLIGHTS

- 30+ years' experience in Social Services, Human Services, and Administration
- 10+ years supervising staff, and volunteers
- Skilled at customer relations and interactions with large staff in diverse programs

WORK HISTORY

Southwestern Community Services, *Keene, NH* 2016 - Present
Administrative and Housing Stabilization Manager

- Supervise HSS Program Staff and Facilities, including approving timecards and PTO
- Review, build and maintain budgets for specific funding sources
- Administer and report EHP for the State of NH
- Manage HSS-GAPS Program
- Responsible for the annual evaluations of HSS Staff
- Coding and approval of HSS Program bills
- Assistance with all hiring, HR and onboarding of new program staff

Southwestern Community Services, *Keene, NH* 2007 - 2015
Receptionist/Administrative Office Manager/Housing Stabilization Support

- Created Diversion Assessment Tool database and input of completed forms
- Responsible for CSFP distribution, inventory, reports, mailings, organization and communication with volunteers and sites
- Supervised volunteers and seasonal staff
- Assisted Program Directors with completion and mailing of grants
- Supported all HSS staff as requested by the Director

Southwestern Community Services, *Keene, NH* 1986 - 2006
Receptionist/MIS Support/Web Design

- Operated telephone switchboard to answer, screen, or forward calls, providing information, taking messages, or scheduling appointments
- Greeted persons entering establishment, determined nature and purpose of visit, and directed or escorted them to specific destinations, resolving complaints as necessary
- Handled agency postage and fax machines and billing to all programs
- Responsible for maintaining and designing agency web site, and staff ID badges
- Provided computer software and hardware support to all staff

EDUCATION

Keene High School, *Keene, NH*
Diploma

Docusign Envelope ID: B9DB2A74-F6D0-4FE7-8F6A-A2DC375F0EB8

Beth Daniels

Experience

Southwestern Community Services, Inc., Keene, NH

Chief Executive Officer 07/2021 – Present

- Oversight of agency
- Working closely with the Board of Directors
- Supervision of Senior Staff
- Agency compliance

Chief Operating Officer 03/2016 – 07/2021

- Oversight of all general operations of the agency
- Supervision of Program Directors
- Agency-wide initiatives
- Grant compliance

Director of Energy and Employment Programs 10/2008 – 02/2015

- Oversee all daily operations for Fuel Assistance, Electric Assistance, Neighbor Helping Neighbor, Senior Energy Assistance, Weatherization, HRRP, CORE, and Assurance 16 as well as the employment programs Workplace Success, Work Experience Program, and WIA.

Career Navigator, Families at Work 04/2006 – 10/2008

Second Start, Concord, NH

Career Development Specialist 11/2004 – 03/2006

- Facilitated daily job-readiness classes and skill-building exercises
- Assisted participants with barrier resolution and the job search process
- Maintained participant records and completed reporting requirements
- Received ongoing training in teaching techniques and learning styles

Southwestern Community Services, Inc., Keene, NH

Case Manager, Homeless Services 09/2002 – 10/2003

- Responsible for all daily operations of housing program, rules, and regulations
- Completed weekly and monthly progress reports
- Coordinated house meetings, workshops, case conferences, and life skills classes

Case Manager, Welfare-to-Work 05/2000 – 09/2002

- Provided job placement and retention services for caseload of forty (40) clients
- Gained working knowledge of Department of Health & Human Services, Immigration & Naturalization Services, community agencies, and SCS

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Education and Training

Leadership Monadnock 2016

Grant Writing Workshop 05/2012
Cheshire County

Nonviolent Crisis Intervention 2012
Crisis Prevention Institute, Inc.

Leadership Training 2010-2011
Tad Dwyer Consulting

Criticism & Discipline Skills for Managers 11/2007
CareerTrack

How to Supervise People 11/2007
CareerTrack

Career Development Facilitator Training 09/2005
National Career Development Association
120-hour NCDA training

Certified Workforce Development Specialist 06/2005
National Association of Workforce Development Professionals

Infection Control & Bloodborne Pathogens 01/2003
Home Health Care

Bachelor of Arts in Human Services 05/2002
Franklin Pierce College
Graduated cum laude

Projects/Appointments

Current Board Member, NH Care Collaborative

Current Member, Executive Committee, Leadership Council for Healthy Monadnock

Current Member, Sullivan County Public Health Advisory Council

Created Emerging Leaders Program, SCS

References Available

Docusign Envelope ID: B9DB2A74-F6D0-4FE7-8F6A-A2DC375F0EB8

NH Department of Health and Human Services

KEY PERSONNEL

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

Job descriptions not required for vacant positions.

Contractor Name: **Southwestern Community Services, Inc.**

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Beth Daniels	CEO	$0.00	$142,000.00
Margaret Freeman	CFO	$0.00	$120,213.00
Sarah Croteau	Agency Fiscal Director	$0.00	$62,400.00
Sharon McKane	HSS Interim Director	$0.00	$58,013.00

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ARC

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

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

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

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

See attached fiscal details.

Docusign Envelope ID: B9DB2A74-F6D0-4FE7-8F6A-A2DC375F0EB8

EXPLANATION

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

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

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

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

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

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

Area served: Statewide.

Respectfully submitted,

Lori A. Weaver
Commissioner

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

100% General Funds

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

County of Merrimack — Vendor # 177435 - B001

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

County of Strafford — Vendor # 177478 - B001

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

The Lakes Region Mental Health Center, Inc. — Vendor # 154480 - B001

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

Nashua Soup Kitchen and Shelter, Inc. — Vendor # 174173 - P001

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

Southwestern Community Services, Inc. — Vendor # 177511 - B001

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

Tri-County Community Action Program, Inc. — Vendor # 177195 - B001

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

Way Station — Vendor # 339623 - R001

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

Total	$920,000	$920,000	$1,840,000

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $260,000

3. Modify Exhibit C, Payment Terms, Section 3, to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget, Amendment #1.

4. Add Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

5/17/2024
Date

DocuSigned by:
Katja S. Fox
2ADFEC7D01684F3...
Name: Katja S. Fox
Title: Director

Southwestern Community Services, Inc.

5/17/2024
Date

DocuSigned by:
Beth Daniels
68B05E5A6B12444...
Name: Beth Daniels
Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

5/20/2024
Date

DocuSigned by:
Robyn Guarino
74873484494148D...
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:	*Southwestern Community Services, Inc.*
Budget Request for:	*Cold Weather Shelter Program*
Budget Period	*SFY 2025 (7/1/24 - 6/30/25)*
Indirect Cost Rate (if applicable)	2.57%

Line Item	Program Cost - Cheshire County	Program Cost - Sullivan County
1. Salary & Wages		
2. Fringe Benefits		
3. Consultants		
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*		
5.(a) Supplies - Educational		
5.(b) Supplies - Lab		
5.(c) Supplies - Pharmacy		
5.(d) Supplies - Medical		
5.(e) Supplies Office		
6. Travel		
7. Software		
8. (a) Other - Marketing/Communications		
8. (b) Other - Education and Training		
8. (c) Other - Other (specify below)		
Direct Client Assistance	$59,437	$57,555
Cold Weather Gear and Supplies		
Administrative / Operations Support		
Other (please specify)		
9. Subrecipient Contracts		
Total Direct Costs	$59,437	$57,555
Total Indirect Costs	$563	$2,445
TOTAL	**$60,000**	**$60,000**
COMBINED TOTAL		**$120,000**

Contractor Initials: BD (DS)

Date: ~~5/17/2024~~

Docusign Envelope ID: B9DB2A74-F6D0-4FE7-8F6A-A2DC375F0EB8

ARC

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.dhhs.nh.gov

4/7

August 21, 2023

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

REQUESTED ACTION

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

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

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

See attached fiscal details.

Docusign Envelope ID: B9DB2A74-F6D0-4FE7-8F6A-A2DC375F0EB8

EXPLANATION

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

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

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

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

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

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

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

Respectfully submitted,

Lori A. Weaver
Commissioner

Docusign Envelope ID: B9DB2A74-F6D0-4FE7-8F6A-A2DC375F0EB8

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

County of Merrimack — Vendor # 177435 - B001

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

County of Strafford — Vendor # 177478 - B001

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

The Lakes Region Mental Health Center, Inc. — Vendor # 154480 - B001

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

Nashua Soup Kitchen and Shelter, Inc. — Vendor # 174173 - P001

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

Southwestern Community Services, Inc. — Vendor # 177511 - B001

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

Tri-County Community Action Program, Inc. — Vendor # 177195 - B001

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

Way Station — Vendor # 339623 - R001

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

Total	$0	$920,000	$920,000

Docusign Envelope ID: B9DB2A74-F6D0-4FE7-8F6A-A2DC375F0EB8

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

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

Project Title Cold Weather Shelter Program

	Maximum Points Available	Community Action Partnership of Strafford County (Strafford)	County of Merrimack (Merrimack)	Lakes Region Mental Health Center, Inc (Belknap)	Nashua Soup Kitchen and Shelter (Hillsborough)	Southwestern Community Services, Inc (Cheshire)	Southwestern Community Services, Inc (Sullivan)	Strafford County (Strafford)
Technical								
Capacity (Q1)	20	18	15	15	20	17	17	20
Collaboration (Q2)	40	40	30	33	35	30	30	40
Experience (Q3)	20	20	15	14	15	16	15	20
Knowledge (Q4)	20	18	14	20	17	18	16	20
TOTAL POINTS	100	96	74	82	87	81	78	100
TOTAL PROPOSED VENDOR COST		*Not Applicable - No Cost Proposal for RFA*						

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

Docusign Envelope ID: B9DB2A74-F6D0-4FE7-8F6A-A2DC375F0EB8

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

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

Project Title Cold Weather Shelter Program

	Maximum Points Available	Tri County CAP (Carroll)	Tri County CAP (Coos)	Tri County CAP (Grafton)	Way Station (Carroll)
Technical					
Capacity (Q1)	20	15	18	18	18
Collaboration (Q2)	40	28	35	35	40
Experience (Q3)	20	18	18	18	19
Knowledge (Q4)	20	18	19	19	20
TOTAL POINTS	100	79	90	91	97
TOTAL PROPOSED VENDOR COST		*Not Applicable - No Cost Proposal for RFA*			

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

Docusign Envelope ID: B9DB2A74-F6D0-4FE7-8F6A-A2DC375F0EB8

DocuSign Envelope ID: 81CB3E4C-4C3A-4F35-A656-F8FEC438BD3E

FORM NUMBER P-37 (version 12/11/2019)

Subject: Cold Weather Shelter Program (RFA-2024-DBH-03-COLDW-04)

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

AGREEMENT

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

GENERAL PROVISIONS

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 Southwestern Community Services, Inc.	1.4 Contractor Address 63 Community Way Keene, NH 03431
1.5 Contractor Phone Number 603-352-7512	1.6 Account Number 05-95-42-423010- 63850000-102-500731
1.7 Completion Date 6/30/2024	1.8 Price Limitation $140,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director	1.10 State Agency Telephone Number (603) 271-9631
1.11 Contractor Signature DocuSigned by: Beth Daniels Date: 8/22/2023	1.12 Name and Title of Contractor Signatory Beth Daniels Chief Executive Offi
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 8/22/2023	1.14 Name and Title of State Agency Signatory Katja S. Fox Director
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino On: 8/22/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:	

Contractor Initials: BD

Date: 8/22/2023

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials BD

Date 8/22/2023

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

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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.

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Contractor Initials

Date 8/22/2023

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2023 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide cold weather shelter services to individuals and families who:

Are in need of appropriate shelter in NH during winter and the cold weather months; and

1.1.1. Meet the criteria of 'Literally Homeless' as follows:

1.1.1.1. Has a primary nighttime residence that is a public or private place not meant for human habitation;

1.1.1.2. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

1.1.1.3. Is exiting an institution where they resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

1.2. The Contractor must ensure services are available in Cheshire and Sullivan Counties.

1.3. The Contractor must provide access to emergency shelter and related services specifically to provide safety in cold weather, to those experiencing homelessness as described in Section 1.1., and who are unable to access year-round emergency shelter services. The Contractor must:

1.3.1. Ensure that community plans that include a cold weather shelter must have shelter designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep during the winter and cold weather months.

1.3.2. Ensure basic needs of each individual are met, including at a minimum, a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in RSA 126-A:26.

1.3.3. Provide a low-barrier shelter, with no pre-conditions for entry during cold weather. Terminations from shelter must only be due to safety concerns.

1.3.4. Ensure services are provided in a facility in accordance with Section 3.4. Operation of Facilities, that includes at a minimum:

1.3.4.1. Building maintenance and repair;

1.3.4.2. Security systems;

1.3.4.3. Heating equipment;

1.3.4.4. Property and business insurance;

1.3.4.5. Utilities and furnishings; and

1.3.4.6. Bathrooms.

1.4. The Contractor must evaluate and assess appropriate housing needs throughout the counties as identified in Section 1.2. If a centralized building is not accessible for the entire counties or logical given the geographic location, the Contractor must provide alternatives to a centralized shelter.

1.5. The Contractor must refer clients to the appropriate Regional Access Point for supportive services.

1.6. The Contractor must engage with all municipalities, related providers, and other stakeholders in the counties as identified in Section 1.2. The Contractor must:

1.6.1. Be flexible and reflective of the needs of the particular counties, and include a mix of responses, including, but not limited to:

1.6.1.1. Partial funding of a cold weather shelter.

1.6.1.2. Hotel stays.

1.6.1.3. Other alternatives to provide shelter.

1.6.1.4. Coordination of referrals to related services.

1.6.1.5. Transportation to shelter solution.

1.6.2. Coordinate with the municipal welfare director(s) within the counties served to leverage funds in order to serve all people experiencing homelessness who present for services.

1.6.3. Build off of existing resources for such services and not replace what a community is responsible to provide under RSA 165.

1.7. The Contractor must enter client data into the Homeless Management Information System, as described in the NH HMIS Policy and Procedure Manual.

1.8. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.9. The Contractor must participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.10. The Contractor must facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to financial files.

1.11. Reporting

1.11.1. The Contractor must submit monthly reports via the Department's designated Homeless Management Information System (HMIS) reporting system, which include, but are not limited to:

1.11.1.1. Number of people served each month.

1.11.1.2. Cumulative number of people served.

1.11.1.3. Number of referrals to Regional Access Point.

1.11.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.12. Background Checks

1.12.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.12.1.1. A criminal background check, at the Contractor's expense; and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.12.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;

1.12.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;

1.13. Privacy Impact Assessment

1.13.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.13.1.1. How PII is gathered and stored;

1.13.1.2. Who will have access to PII;

1.13.1.3. How PII will be used in the system;

1.13.1.4. How individual consent will be achieved and revoked; and

1.13.1.5. Privacy practices.

1.13.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.14. Department Owned Devices, Systems and Network Usage

1.14.1.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

1.14.1.2. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.14.1.3. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

1.14.1.4. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.14.1.5. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.14.1.6. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.14.1.7. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

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

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

Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.15.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

1.15.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

1.15.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.15.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit D: DHHS Information Security Requirements.

1.15.2. Completion of Transition Services

1.15.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.15.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit D: DHHS Information Security Requirements.

1.15.3. Disagreement over Transition Services Results

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."

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

Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to housingsupportsinvoices@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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.

BT-1.0 Exhibit C-1 RFA-2024-DBH-03-COLDW-04

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name:	*Southwestern Community Services, Inc.*
Budget Request for:	*Cold Weather Shelter Program*
Budget Period	*SFY 2024 (10/1/23-6/30/24)*
Indirect Cost Rate (if applicable)	12.00%

Line Item	Program Cost - Cheshire County	Program Cost - Sullivan County
1. Salary & Wages	$0	$0
2. Fringe Benefits	$0	$0
3. Consultants	$0	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$0	$0
6. Travel	$0	$0
7. Software	$0	$0
8. (a) Other - Marketing/Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)		
Direct Client Services	$33,951	$53,571
Cold Weather Gear and Supplies	$41,975	$0
Administrative / Operations Support	$0	$0
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$75,926	$53,571
Total Indirect Costs	$4,074	$6,429
TOTAL	$80,000	$60,000
COMBINED TOTAL		$140,000

BD

8/22/2023

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for another than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

Contractor Initials BD

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New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

Contractor Initials BD

Date 8/22/2023

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.

Contractor Initials BD (DS)

Date 8/22/2023

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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 The Lakes Region Mental Health Center, Inc ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item #47), as amended on June 12, 2024 (Item #30), 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:

   $365,000

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.

DS
MP
Contractor Initials
4/1/2025
Date

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

4/7/2025
Date

DocuSigned by:
Katja S. Fox
2A5EEC7D81484F2...
Name: Katja S. Fox
Title: Director

The Lakes Region Mental Health Center, Inc

4/1/2025
Date

DocuSigned by:
Maggie Pritchard
02F67...
Name: Maggie Pritchard
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/16/2025
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: *The Lakes Region Mental Health Center, Inc.*

Budget Request for: *Cold Weather Shelter Program*

Budget Period *SFY 2026 (7/1/25- 6/30/26)*

Indirect Cost Rate (if applicable) 9.09%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$51,650
2. Fringe Benefits	$5,165
3. Consultants	
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	
5.(a) Supplies - Educational	
5.(b) Supplies - Lab	
5.(c) Supplies - Pharmacy	
5.(d) Supplies - Medical	
5.(e) Supplies Office	$1,800
6. Travel	$600
7. Software	
8. (a) Other - Marketing/Communications	
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	
Other-Occupancy Utilities/Cleaning/Pest	$13,909
Other-Household Supplies	$1,800
Other-Internet/Phones	$1,500
Other-Food	$7,000
Other-Insurance	$240
Other-Homeless Documentation Support	$1,200
Other -Miscellaneous (Includes Background Checks)	$1,500
9. Subrecipient Contracts	
Total Direct Costs	$86,364
Total Indirect Costs	$8,636
TOTAL	**$95,000**

Contractor Initials: MP

Date: 4/1/2025

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *The Lakes Region Mental Health Center, Inc.*

Budget Request for: *Cold Weather Shelter Program*

Budget Period *SFY 2027 (7/1/26 - 6/20/27)*

Indirect Cost Rate (if applicable) 9.09%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$51,650
2. Fringe Benefits	$5,165
3. Consultants	
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	
5.(a) Supplies - Educational	
5.(b) Supplies - Lab	
5.(c) Supplies - Pharmacy	
5.(d) Supplies - Medical	
5.(e) Supplies Office	$1,800
6. Travel	$600
7. Software	
8. (a) Other - Marketing/Communications	
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	
Other-Occupancy Utilities/Cleaning/Pest	$13,909
Other-Household Supplies	$1,800
Other-Internet/Phones	$1,500
Other-Food	$7,000
Other-Insurance	$240
Other-Homeless Documentation Support	$1,200
Other -Miscellaneous (Includes Background Checks)	$1,500
9. Subrecipient Contracts	
Total Direct Costs	$86,364
Total Indirect Costs	$8,636
TOTAL	**$95,000**

DS
MP

Contractor Initials:

Date: 4/1/2025

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE LAKES REGION MENTAL HEALTH CENTER, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 14, 1969. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **64124**

Certificate Number: **0006660761**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of April A.D. 2024.

David M. Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

I, Kyril Mitchell, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Lakes Region Mental Health Center, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 2, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Margaret M. Pritchard, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Lakes Region Mental Health Center, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: April 2, 2025

Signature of Elected Officer

Name: Kyril Mitchell

Title: Board President, LRMHC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cross Insurance-Laconia 155 Court Street Laconia NH 03246	CONTACT NAME: Sarah Cullen, AINS, ACSR PHONE (A/C, No, Ext): (603) 524-2425 FAX (A/C, No): (603) 524-3686 E-MAIL ADDRESS: sarah.cullen@crossagency.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Ace American Insurance Company		
	INSURER B : ACE Property & Casualty Ins Co		
INSURED Lakes Region Mental Health Center, Inc. 40 Beacon Street East Laconia NH 03246	INSURER C : New Hampshire Employers Ins Co		13083
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: CL2462578792 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			SVRD37803601013	06/26/2024	06/26/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits Liab	$ 1,000,000 $ 250,000 $ 25,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CALH08618574013	06/26/2024	06/26/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 2,000,000 $ $ $ $ 1,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XOOG25516540013	06/26/2024	06/26/2025	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ECC-600-4000907-2024A	06/26/2024	06/26/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			OGLG2551662A013	06/26/2024	06/26/2025	Per Incident Aggregate	5,000,000 7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of New Hampshire Department of Health & Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sarah Cullen

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Lakes Region
Mental Health Center

Mission Vision & Values

Lakes Region Mental Health Center's **mission** is to provide integrated mental and physical health care for people with mental illness while creating wellness and understanding in our community.

(Revised & Approved by the Board of Directors, 10/25/22)

Our Vision

Lakes Region Mental Health Center is the community leader providing quality, accessible and integrated mental and physical health services, delivered with dedication and compassion.

(Revised & Approved by the Board of Directors, 10/25/22)

Our Values

RESPECT	We conduct our business and provide services with respect and professionalism.
ADVOCACY	We advocate for those we serve through enhanced collaborations, community relations and political action.
INTEGRITY	We work with integrity and transparency, setting a moral compass for the agency.
STEWARDSHIP	We are effective stewards of our resources for our clients and our agency's health.
EXCELLENCE	We are committed to excellence in all programming and services.
DIVERSITY	We are dedicated to providing a welcoming, inclusive atmosphere for everyone, where all voices are heard and diversity is celebrated.

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The Lakes Region Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2024

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The Lakes Region Mental Health Center, Inc.
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June 30, 2024

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KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License #167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of The Lakes Region Mental Health Center, Inc.

Opinion

We have audited the accompanying financial statements of The Lakes Region Mental Health Center Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Lakes Region Mental Health Center Inc. as of June 30, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The Lakes Region Mental Health Center Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Lakes Region Mental Health Center Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Lakes Region Mental Health Center Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Lakes Region Mental Health Center Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Analysis of Accounts Receivables, the Analysis of BBH Revenues, Receipts & Receivables and schedules of functional public support, revenues, and expenses on pages 15-18 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell, Branagan + Sargent

St. Albans, Vermont
September 27, 2024

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The Lakes Region Mental Health Center, Inc.
STATEMENT OF FINANCIAL POSITION
June 30, 2024

ASSETS

CURRENT ASSETS	
Cash	$ 3,177,957
Investments	2,902,951
MOE cash reserve	100,000
Accounts receivable (net of $1,135,000 allowance)	1,902,120
Prepaid expenses and other current assets	267,919
TOTAL CURRENT ASSETS	8,350,947
PROPERTY AND EQUIPMENT - NET	6,963,950
RIGHT OF USE ASSET	561,613
TOTAL ASSETS	$ 15,876,510

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Accounts payable	$ 91,412
Current portion long-term debt	167,793
Current portion of operating lease liabilities	141,429
Accrued payroll and related	271,884
Deferred income	93,943
Accrued vacation	569,903
Accrued expenses	183,364
TOTAL CURRENT LIABILITIES	1,519,728
LONG-TERM DEBT, less current portion	
Notes and bonds payable	3,808,913
Less: unamortized debt issuance costs	(74,341)
Operating lease liabilities	420,184
TOTAL LONG-TERM LIABILITIES	4,154,756
TOTAL LIABILITIES	5,674,484
NET ASSETS	
Net assets without donor restrictions	10,202,026
TOTAL LIABILITIES AND NET ASSETS	$ 15,876,510

See Notes to Financial Statements

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The Lakes Region Mental Health Center, Inc.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2024

	Net Assets without Donor Restrictions
PUBLIC SUPPORT AND REVENUES	
Public support:	
Federal	$ 840,112
State of New Hampshire - BBH	2,060,892
Other public support	446,104
Total Public Support	3,347,108
Revenues:	
Program service fees	13,488,713
Rental income	70,422
Other revenue	32,723
Total Revenues	13,591,858
TOTAL PUBLIC SUPPORT AND REVENUES	16,938,966
EXPENSES	
BBH funded program services:	
Children Services	3,374,065
Multi-service	7,217,167
ACT	1,090,939
Emergency Services	2,402,333
Housing Services	1,730,987
Other Mental Health	728,921
Non-Eligible	120,348
Non-BBH funded program services	546,477
TOTAL EXPENSES	17,211,239
DECREASE IN NET ASSETS FROM OPERATIONS	(272,273)
OTHER INCOME	
Investment income	409,232
TOTAL INCREASE IN NET ASSETS	136,959
NET ASSETS, beginning	10,065,067
NET ASSETS, ending	$ 10,202,026

See Notes to Financial Statements.

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The Lakes Region Mental Health Center, Inc.

STATEMENT OF CASH FLOWS

For the Year Ended June 30, 2024

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	$ 136,959
Adjustments to reconcile to net cash provided by operations:	
Depreciation and Amortization	510,983
Unrealized gain on investments	(245,834)
(Increase) decrease in:	
Accounts receivable	(891,449)
Prepaid expenses	(45,728)
Increase (decrease) in:	
Accounts payable & accrued liabilities	55,388
Deferred income	(24,786)
NET CASH USED BY OPERATING ACTIVITIES	(504,467)
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of property and equipment	(681,673)
Net investment activity	(162,632)
NET CASH USED BY INVESTING ACTIVITIES	(844,305)
CASH FLOWS FROM FINANCING ACTIVITIES	
Principal payments on long-term debt	(155,667)
NET DECREASE IN CASH	(1,504,439)
CASH AT BEGINNING OF YEAR	4,782,396
CASH AT END OF YEAR	$ 3,277,957
SUPPLEMENTAL DISCLOSURE	
Cash Payments for Interest	$ 125,405

See Notes to Financial Statements

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization
The Lakes Region Mental Health Center, Inc. (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs; it is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the Center qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Estimates
The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Depreciation
The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight line method. Estimated useful lives range from 3 to 40 years.

State Grants
The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Vacation Pay and Fringe Benefits
Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated on a pro-rated basis to the programs.

Income Taxes
Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2021, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Revenue
Revenue from federal, state and other sources is recognized in the period earned.

Client Service Revenue
The Center recognizes client service revenue in accordance with ASC Topic 606. Client Service Revenue is reported at the amount that reflects the consideration the corporation expects to receive in exchange for the services provided. These amounts are due from patients or third party payers and include variable consideration for retroactive adjustments, if any, under reimbursement programs. Performance obligations are determined based on the nature of the services provided. Client service revenue is recognized as performance obligations are satisfied. The Center recognized revenue for mental health services in accordance with ASC 606, Revenue for contracts with Customers. The Center has determined that these services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation which is satisfied over time.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Client Service Revenue (continued)
The Center receives revenues for services under various third-party payer programs which include Medicaid and other third-party payers. The transaction price is based on standard charges for services provided to residents, reduced by applicable contractual adjustments, discounts, and implicit pricing concessions. The estimates of contractual adjustments and discounts are based on contractual agreements, discount policy, and historical collection experience. The corporation estimates the transaction price based on the terms of the contract with the payer, correspondence with the payer and historical trends.

Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2024 totaled $12,288,840, of which $12,030,409 was revenue from third-party payers and $258,431 was revenue from self-pay clients.

Third Party Contractual Arrangements
A significant portion of patient revenue is derived from services to patients insured by third-party payors. The center receives reimbursement from Medicare, Medicaid, Blue Cross, and other third-party insurers at defined rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when recorded. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

Basis for Presentation
The financial statements of the Center have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). (ASC) 958-205 was effective January 1, 2018.

Under the provisions of the Guide, net assets and revenues and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net asset of the Center and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor imposed restrictions and may be expended for any purpose in performing the primary objectives of the Center. The Center's board may designate assets without restrictions for specific operational purposes from time to time.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Center or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Accounts Receivable
Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Advertising
Advertising costs are expensed as incurred. Total costs were $98,123 at June 30, 2024 and consisted of $40,043 for recruitment and $58,080 for agency advertising.

New Accounting Standards - Adoption of FASB ASU 2016-13 and Related Standards
On July 1, 2023, the Center adopted FASB ASU 2016-03, Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments, as amended, which modifies the measurement of expected credit losses on certain financial instruments. The Center adopted this new guidance utilizing the modified retrospective transition method. The adoption of this Standard did not have a material impact on the center's financial statements but did change how the allowance for doubtful accounts and credit losses is determined.

Accounts Receivable and Allowance for Credit Losses
In evaluating the collectability of accounts receivable, the Center uses relevant available information, from internal and external sources, relating to past events, current conditions, reasonable and supportable forecasts, and analyzes trends for each major payer source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payer source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payers experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The Center has tracked historical loss information for its accounts receivable and compiled historical credit loss percentages for different aging categories (current, 1-30 days past due, 31-60 days past due, 61-90 days past due, and more than 90 days past due). The center believes the historical loss information it has compiled is a reasonable base on which to determine expected credit losses for accounts receivable held at June 30, 2024 because the compositions of the accounts receivable at those dates are consistent with that used in developing the historical credit-loss percentages (i.e., the similar risk characteristics of its services provided to clients have not changed significantly over time). Additionally, the center has determined that the current and reasonable and supportable forecasted economic conditions are consistent with the economic conditions included in the historical information. As a result, the historical loss rates have not been adjusted for differences in current conditions or forecasted changes. Accordingly, the allowance for doubtful accounts was $1,135,000 for the year ended June 30, 2024.

Total patient accounts receivable increased to $1,508,880 as of June 30, 2024 from $972,748 at June 30, 2023. As a result of changes to payer mix present at year end the allowance as a percentage of total accounts receivable increased to 75% from 69% of total patient accounts receivable.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid
The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations (MCOs) for services rendered to Medicaid clients. Payments for these services are received in the form of monthly capitation amounts that are predetermined in a contractual agreement with the MCOs.

Approximately 84% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the year ended June 30, 2024.

Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

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NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS (continued)

As part of the contractual arrangement with the MCOs, the Center is required to provide a specific amount of services under an arrangement referred to as a Maintenance of Effort (MOE). Under the MOE, if levels of service are not met the Center may be subject to repayment of a portion of the revenue received. The MOE calculation is subject to interpretation and a source of continued debate and negotiations with MCOs. This MOE calculation may result in a liability that would require a payback to the MCOs. For the year ended June 30, 2024, the Center has estimated that it missed one of three MOE requirements with the MCO's and has estimated a total payback of $100,000 which is recorded as an accrued expense. The total payback also includes an amount due from missing one of the three MOE requirements with the MCO's from June 30, 2023.

NOTE 3 INVESTMENTS

Investments consist of amounts invested in various Vanguard Equity and Bond Funds. At June 30, 2024, the status of these funds were as follows:

	Cost	Unrealized Gain (Loss)	Market
Large Blend	$ 680,773	$ 463,649	$ 1,144,422
Health	423,789	78,794	502,583
Large Growth	189,933	(9,542)	180,391
Mid-Cap Value	320,337	294,216	614,553
Short-Term Bond	359,850	101,152	461,002
	$ 1,974,682	$ 928,269	$ 2,902,951

The related unrealized gain (losses) have been included in the investment income line on the accompanying statement of activities. Investment income is as follows:

Interest and Dividends	$ 40,082
Realized Gains	123,316
Unrealized Gains	245,834
	$ 409,232

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NOTE 4 FAIR VALUE MEASUREMENTS

Professional accounting standards require a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under these professional accounting standards are described below:

Basis of Fair Value Measurement

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.

Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2024. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 5 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE – TRADE

Due from clients	$ 562,765
Receivable from insurance companies	539,506
Medicaid receivables	274,977
Medicare receivables	131,632
	1,508,880
Allowance for doubtful accounts	(1,135,000)
Total Receivable - Trade	373,880

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NOTE 5 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE – OTHER

Bridge Subsidy	85,460
NH HHS Mitigating Fund Grant	363,867
BBH - Bureau of Behavioral Health	732,606
Concord Hospital	74,632
MCO Directed Payments	97,684
SAMSHA	94,571
Other Grants and Contracts	79,420
Total Receivable - Other	1,528,240
TOTAL ACCOUNTS RECEIVABLE	$ 1,902,120

NOTE 6 PROPERTY AND EQUIPMENT

The Center elects to capitalize all purchases with a useful life of greater than one year and a cost of $2,000 or more. Property and equipment, at cost, consists of the following:

Land	$ 573,143
Buildings and improvements	6,740,143
Computer equipment	2,462,498
Furniture, fixtures and equipment	702,311
Vehicles	289,185
Artwork	26,925
Construction in progress	78,809
	10,873,014
Accumulated depreciation	(3,909,064)
NET BOOK VALUE	$ 6,963,950

NOTE 7 LINE OF CREDIT

During the year, the Center had available a line of credit with an upper limit of $1,000,000 with a local area bank which expires on June 9, 2025. There had been $-0- borrowed against the line of credit. The funds were available at a variable rate of interest, with a floor no less than 4.0% per annum. The availability under this line was limited to 70% of the current market value of the Vanguard Funds which have been pledged to the local area bank..

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NOTE 8 LONG-TERM DEBT

As of June 30, 2024, long-term debt consisted of the following:

2.97% bond payable - Meredith Village Savings Bank due in monthly installments of $19,288 (principal and interest). Secured by building, due June, 2047.	$ 3,741,831
4.45% note payable - Meredith Village Savings Bank due in monthly installments of $3,427 (principal and interest). Secured by building, due November, 2040.	168,742
4.45% note payable - Meredith Village Savings Bank due in monthly installments of $993 (principal and interest). Secured by building due November, 2030.	66,133
	3,976,706
Less: Current Portion	(167,793)
Total long-term debt	3,808,913
Less: Unamortized debt issuance costs	(74,341)
Total Long-Term Debt net with Related Costs	$ 3,734,572

Expected maturities for the next five years and thereafter are as follows:

Year Ending June 30,	
2025	$ 167,793
2026	171,491
2027	177,351
2028	183,416
2029	167,212
Thereafter	3,109,443
	$ 3,976,706

The total amount of interest expense incurred during the year was $125,117, all of which was charged to expense for the year ended June 30, 2024.

The Center is subject to certain financial covenants related to their bond financing arrangement. These covenants have been met for the year ended June 30, 2024.

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NOTE 9 LEASES

The Center entered into a commercial lease agreement to lease a building. The lease is for a five-year period that began February 1, 2023, and adjusted annually to the increase in the cost of living as measured by the Consumer Price Index.

The following summarizes the line items in the balance sheets which include amounts for operating and finance leases as of June 30, 2024:

Operating Lease	
Operating lease right-of-use-assets, net	$ 561,613
Other current liabilities	$ 141,429
Other long-term liabilities	420,184
	$ 561,613

The following summarizes the weighted average remaining lease term and discount rate as of June 30, 2024:

Weighted Average Remaining Lease Term	
Operating Lease	3.5 Years
Weighted Average Discount Rate	
Operating Lease	7.75%

The maturities of lease liabilities as of June 30, 2024 were as follows:

Years Ending June 30,:	
2025	$ 180,000
2026	180,000
2027	180,000
2028	105,000
Total Lease Payments	645,000
Less Amount Representing Interest	(83,387)
Present Value of Minimum Lease Payments	$ 561,613

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NOTE 9 LEASES (continued)

The following summarizes the line items in the income statements which include the components of lease expense for the year ended June 30, 2024:

Operating lease expense included in SG&A	$ 181,500

The following summarizes cash flow information related to leases for the year ended June 30, 2024:

Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows from operating leases	$ 181,500

NOTE 10 EMPLOYEE BENEFIT PLAN

The Center has the option to make contributions to a defined contribution 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2024 the total contributions into the plan were $212,207. Total administrative fees paid into the plan for the year ended June 30, 2024 were $11,200.

NOTE 11 CONTINGENT LIABILITIES

The Center receives money under various State and Federal grants. Under the terms of these grants, the Center is required to use the money within the grant period for purposes specified in the grant proposal and is subject to compliance reviews and audits by the grantor agencies. It is the opinion of management that any liability, resulting from future grantor agency audits of completed grant contracts, would not be material in relation to the overall financial statements.

NOTE 12 CONCENTRATIONS OF CREDIT RISK

At June 30, 2024, the bank balance of cash deposits totaled $3,315,174 of which $352,919 was insured by Federal Deposit Insurance, $1,176,405 was offset by debt, $1,785,850 was offset by the sweep account leaving none uninsured at June 30, 2024.

NOTE 12 CONCENTRATIONS OF CREDIT RISK (continued)

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2024 is as follows:

Due from clients	37 %
Insurance companies	36
Medicaid	18
Medicare	9
	100 %

NOTE 13 LIQUIDITY

The following reflects the Center's financial assets available within one year of June 30, 2024 for general expenditures:

Cash	$ 3,177,957
Investments	2,902,951
Accounts receivable	1,902,120
	$ 7,983,028

Restricted deposits and reserves are restricted for specific purposes and therefore not available for general expenditures.

As part of the Center's liquidity management, it has a policy to structure its financial assets available as its general expenditures, liabilities and other obligations come due.

NOTE 14 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 27, 2024, which is the date the financial statement was available to be issued. All events requiring recognition as of June 30, 2024, have been incorporated into the financial statements herein.

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SUPPLEMENTARY INFORMATION

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The Lakes Region Mental Health Center, Inc.
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2024

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Bad Debts and Other Charges	Cash Receipts/ Refunds	Accounts Receivable End of Year
CLIENT FEES	$ 235,140	$ 1,680,848	$ (1,422,417)	$ -	$ 69,194	$ 562,765
BLUE CROSS / BLUE SHIELD	112,372	946,092	(483,076)	-	(435,517)	139,871
MEDICAID	187,266	20,565,980	(10,251,992)	-	(10,226,277)	274,977
MEDICARE	171,360	1,231,542	(704,280)	-	(662,240)	131,632
OTHER INSURANCE	266,610	1,458,048	(731,905)	-	(497,868)	399,635
ALLOWANCE FOR DOUBTFUL ACCOUNTS	(675,000)	-	-	(460,000)	-	(1,135,000)
TOTAL	$ 297,748	$ 25,882,510	$ (13,593,670)	$ (460,000)	$ (11,752,708)	$ 373,880

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The Lakes Region Mental Health Center, Inc.
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2024

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) From BBH End of Year
CONTRACT YEAR, June 30, 2024	$ 456,367	$ 2,060,892	$ (1,784,653)	$ 732,606

Analysis of Receipts Date of Receipt Deposit Date	Amount
7/24/2023	$ 2,874
7/26/2023	23,233
7/28/2023	54,486
8/4/2023	103
8/23/2023	26,915
8/24/2023	191,424
9/5/2023	16,926
10/12/2023	154,388
11/7/2023	129,676
10/19/2023	17,734
11/14/2023	3,280
11/22/2023	141,518
11/29/2023	42,028
12/20/2023	229,157
1/2/2024	7,209
1/19/2024	105,542
1/23/2024	5,159
2/2/2024	53,621
2/8/2024	60,195
2/27/2024	123,431
3/20/2024	107,042
4/24/2024	69,462
4/29/2024	52,129
5/2/2024	30,022
5/8/2024	53,843
6/27/2024	83,256
	$ 1,784,653

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The Lakes Region Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
For the Year Ended June 30, 2024

	Total Agency	Admin.	Total Programs	Children	Multi -Service	ACT	Emergency Services	Supportive Living	Community Residence	Independent Housing	Other Mental Health	Non Eligible	Non BBH Funded Programs
Program Service Fees:													
Net Client Fee	$ 258,431	$ -	$ 258,431	$ (13,166)	$ 171,130	$ 124,020	$ (19,101)	$ (13,970)	$ 1,869	$ 150	$ 5,815	$ 1,684	$ -
Blue Cross/Blue Shield	463,016	-	463,016	159,055	215,190	14,151	44,807	-	-	-	19,652	10,161	-
Medicaid	10,313,988	-	10,313,988	2,754,894	5,688,545	672,275	326,578	(12,801)	727,728	(1,471)	146,534	11,706	-
Medicare	527,262	-	527,262	-	445,636	52,994	(10,413)	-	-	-	33,507	5,538	-
Other Insurance	726,143	-	726,143	132,198	413,784	22,149	96,483	(75)	-	(50)	51,658	9,996	-
Program Sales:													
Service	1,199,873	-	1,199,873	146,842	207,099	-	313,261	-	-	9,000	-	-	523,671
Public Support - Other:													
United Way	149	149	-	-	-	-	-	-	-	-	-	-	-
Local/County Government	182,820	-	182,820	-	127,820	-	-	-	-	-	-	55,000	-
Donations/Contributions	92,235	87,210	5,025	25	-	-	-	-	-	-	5,000	-	-
Other Public Support	128,433	4,477	123,956	76,629	30,909	2,316	6,645	183	2,969	342	3,517	240	206
Div. Voc. Rehab.	42,467	-	42,467		42,467								
Federal Funding:													
Other Federal Grants	840,112	400,775	439,337	94,824	227,089	24,561	7,350	-	-	-	10,043	-	75,470
Rental Income	70,422	7,425	62,997	-	-	-	-	35,459	27,538	-	-	-	-
BBH & DS:													
Community Mental Health	2,060,892	5,000	2,055,892	10,960	776	231,250	1,064,703	-	265,167	287,821	195,215	-	-
Interest Income	5,491	5,491	-	-	-	-	-	-	-	-	-	-	-
In-Kind Donations	19,703	19,703	-	-	-	-	-	-	-	-	-	-	-
Other Revenues	7,529	1,522	6,007	20	4,392	-	-	-	1,595	-	-	-	-
	16,938,966	531,753	16,407,214	3,362,281	7,574,837	1,143,716	1,830,313	8,796	1,026,866	295,792	470,941	94,325	599,347
Administration	-	(531,753)	531,753	108,970	245,498	37,067	59,321	285	33,280	9,587	15,263	3,057	19,425
TOTAL PUBLIC SUPPORT AND REVENUES	$ 16,938,966	$ -	$ 16,938,967	$ 3,471,251	$ 7,820,335	$ 1,180,783	$ 1,889,634	$ 9,081	$ 1,060,146	305,379	486,204	$ 97,382	$ 618,772

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The Lakes Region Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2024

	Total Agency	Administration	Total Programs	Children	Multi-Service	ACT	Emergency Services	Supportive Living Summer	Community Residence McGrath	Independent Housing	Other Mental Health	Non-Eligible	Non BBH Funded Programs
Personnel Costs:													
Salary and wages	$ 10,777,408	$ 1,281,037	$ 9,496,371	$ 1,902,447	$ 3,946,165	$ 615,254	$ 1,374,602	$ 88,833	$ 529,086	$ 171,457	$ 425,452	$ 65,374	$ 377,701
Employee benefits	2,487,553	244,151	2,243,402	432,020	988,313	134,588	381,240	39,058	98,781	39,790	90,177	17,534	21,921
Payroll Taxes	776,481	90,698	685,783	136,117	292,244	47,022	102,036	7,871	34,654	13,356	31,726	4,980	15,577
Substitute Staff	39,756	10,130	29,626	-	-	-	-	-	29,626	-	-	-	-
PROFESSIONAL FEES AND CONSULTANTS:													
Accounting/audit fees	82,320	82,320	-	-	-	-	-	-	-	-	-	-	-
Legal fees	39,512	38,122	1,390	-	-	-	1,390	-	-	-	-	-	-
Other professional fees	56,469	22,487	33,982	9,429	1,801	101	288	20,837	188	30	67	79	1,162
Staff Devel. & Training:													
Journals & publications	724	70	654	429	127	18	46	1	13	5	11	2	2
In-Service training	30,568	2,663	27,905	6,638	15,158	2,146	1,894	254	206	71	930	325	283
Conferences & conventions	35,769	3,002	32,767	8,770	15,984	1,572	920	226	186	79	2,459	29	2,542
Other staff development	55,041	4,553	50,488	11,956	21,514	2,703	4,144	853	1,068	104	5,229	362	2,555
Occupancy costs:													
Rent	186,408	4,908	181,500	-	-	-	-	-	181,500	-	-	-	-
Mortgage (Interest)	125,117	13,215	111,902	28,887	65,117	10,465	-	-	-	-	7,032	401	-
Heating Costs	17,602	918	16,684	2,515	5,413	674	1,188	1,585	-	-	443	94	4,772
Other Utilities	57,759	5,382	52,377	12,337	25,461	3,403	420	4,752	-	-	2,194	371	3,439
Maintenance & repairs	300,888	25,356	275,532	57,689	119,274	16,334	35,451	19,897	11,908	207	10,394	2,455	1,923
Taxes	405	47	358	89	207	37	-	-	-	-	25	-	-
Consumable Supplies:													
Office	21,155	6,328	14,827	3,385	7,532	1,005	1,681	39	206	197	657	104	21
Building/household	40,958	2,732	38,226	4,947	10,430	1,645	856	19	19,177	11	1,030	80	31
Food	22,419	-	22,419	-	-	-	-	-	22,419	-	-	-	-
Medical	5,538	770	4,768	-	4,002	-	-	-	766	-	-	-	-
Other	550,050	52,971	497,079	95,942	217,107	30,508	87,194	6,109	24,478	8,872	18,984	4,320	3,565
Depreciation-Equipment	253,997	16,143	237,854	43,590	105,689	12,011	48,814	2,452	10,043	3,547	7,914	2,343	1,451
Depreciation-Building	256,986	22,093	234,893	56,120	116,751	15,000	-	24,327	10,799	-	9,930	1,966	-
Equipment rental	43,562	4,331	39,231	11,564	22,505	2,529	283	19	86	30	1,678	524	13
Equipment maintenance	3,709	285	3,424	714	1,591	226	266	-	450	-	150	27	-
Advertising	98,123	10,799	87,324	16,957	39,657	5,484	10,045	1,244	8,337	927	2,892	757	1,024
Telephone/communications	247,772	15,954	231,818	41,142	90,437	12,614	43,671	10,795	16,673	3,941	8,008	1,917	2,620
Postage/shipping	12,094	1,132	10,962	2,631	5,846	694	892	99	181	62	331	157	89
Transportation:													
Staff	230,065	8,512	221,553	33,377	112,550	31,522	5,231	5,275	2,606	24,025	6,243	315	409
Clients	13,490	-	13,490	-	11,488	-	148	-	1,854	-	-	-	-
Assist to Individuals:													
Client services	31,349	-	31,349	10,250	18,002	88	-	35	2,402	189	323	-	60
Insurance:													
Malpractice/bonding	20,684	1,503	19,181	3,672	8,341	1,184	3,348	271	944	359	755	165	142
Vehicles	7,641	180	7,461	447	5,658	145	658	87	304	45	94	25	18
Comp. Property/liability	117,458	13,752	103,706	24,511	52,271	7,514	3,169	6,158	4,087	316	4,894	661	125
Membership Dues	54,270	5,133	49,137	11,213	25,577	3,619	4,476	674	655	312	1,655	513	443
In-Kind Donations	19,703	19,703	-	-	-	-	-	-	-	-	-	-	-
Other Expenditures	90,431	41,212	49,219	1,890	4,243	730	1,482	129	759	140	314	115	39,417
	17,211,239	2,052,595	15,158,842	2,971,675	6,358,455	960,835	2,115,833	241,879	1,014,602	268,072	641,991	105,995	481,305
Admin. Allocation	-	(2,052,595)	2,052,595	402,390	860,712	130,104	286,500	32,752	137,383	36,299	86,930	14,353	65,172
TOTAL PROGRAM EXPENSES	$ 17,211,239	$ -	$ 17,211,237	$ 3,374,065	$ 7,217,167	1,090,939	$ 2,402,333	$ 274,631	$ 1,151,985	$ 304,371	$ 728,921	$ 120,348	$ 546,477

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Lakes Region Mental Health Center

The Lakes Region Mental Health Center, Inc.
Board of Directors
February, 2025

POSITON	NAME
President	Kyril Mitchell
Vice President	Peter J. Minkow
Treasurer	Patricia Bailey
Secretary	Rev. Judith Wright
Member-At-Large	Marsha Bourdon
Member-At-Large	Wendy Chase
Member-At-Large	Ann Nichols
Member-At-Large	Deborah Pendergast
Member-At-Large	Kaitlyn Salmome
Member-At-Large	Matt Soza
Member-At-Large	Jannine Sutcliffe
Member-At-Large	Gloria Thorington
Member-At-Large	Timothy Whitman

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Margaret M. Pritchard, BS, MS

Objective: Promoting the expansion and integration of health care in New Hampshire

Lakes Region Mental Health Center, Laconia, NH **2007-Present**
Chief Executive Officer
LRMHC is one of ten community mental health centers in New Hampshire. Established in 1966 the center serves approximately 4,000 patients annually with approximately 190 staff and a $13 million dollar budget.

- Responsible for the overall administration, planning, development, coordination and evaluation of all operations of the agency
- Responsible for all contract development and negotiations
- Ensures a successful, client-oriented community mental health organization
- Has oversight responsbility for the financial viability and legal obligations of LRMHC
- Organizational strategy and planning with senior leadership and board of directors
- Lead advocate for federal and state legislation, company spokesperson
- SAMSHA Grant – integrated care established in partnership with two local FQHC(s)
- Oversaw $5.1 million dollar purchase and renovation of facility

Community Partners, Dover **2001-2007**
Chief Operating Officer
Community Partners is a non-profit organization designated by the State of New Hampshire as the Community Mental Health Center and the Area Agency for Developmental Services for Strafford County, NH. The agency offers an array of services to individuals and families along with early supports and services for infants and young children with developmental disabilities.

- Implemented and maintained a cohesive corporate identity between two previously separate organizations
- Responsible for incorporating $7 million dollar CMHC operations into an existing developmental services agency
- Establish and monitor revenue projects for all mental health services
- Clinical oversight of all medical and psychiatric services

Genesis Behavioral Health, Laconia, NH (Known now as LRMHC – see above) **2000-2001**
Director, Clinical Operations

- Established multidisciplinary teams and set standards of care
- Monitored contractor agreements and MOU(s)
- Established revenue projections for $5 million dollar operation
- Supervised all clinical directors and program development
- Served on community boards and committees
- Recruitment of medical staff

Riverbend Community Mental Health Center, Concord, NH **1994-2000**
Director, Community Support Program
Riverbend was founded in 1963 and is one of ten community mental health centers in New Hampshire. Riverbend is an affiliate of Capital Region Health Care and is a member of the NH Community Behavioral Health Association.

- Established and ensured full range of services for adults with psychiatric disabilities
- Developed programmatic policies and procedures with Quality Assurance Department
- Established productivity expectations consistent with budget target of approximately $4 million dollars
- Monitored and implemented quality assurance standards to satisfy regulators including NH DBH, Medicaid, Medicare, NHHFA. etc
- Established an office of consumer affairs and created a committee of consumers and staff to give feedback and direction relative to department performance

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Greater Manchester Mental Health Center, Manchester, NH **1992-1994**
Director, Emergency Services
Greater Manchester Mental Health Center is a private, nonprofit community mental wellness center. Since 1960, GMMHC has been serving children, teens, adults and seniors from the greater Manchester area, providing help and treatment regardless of age, diagnosis or ability to pay.

- Managed the 24-hour emergency care and psychiatric assessments
- Provided crisis intervention and emergency care to people in acute distress
- Recruited, trained and supervised department personnel
- Liaison to local police, hospitals, homeless shelters and refugee centers

Manager: Crisis Care Unit/SRO/Respite Care/Shared Apartment Program **1982-1985**

- Supervised and trained direct care staff, implementing treatment related to independent living skills and community-based living
- Screened and assessed patients for appropriate services and placement
- Liaison with local housing authority and police
- Wrote and implemented residential service plans for 40 psychiatrically disabled adults

Community Council of Nashua, Nashua, NH **1989-1992**
Director, Community Education (Known now as The Greater Nashua MHC & Community Council)
Established in 1920 as a welfare office and then as a community mental health center in 1967. This was a newly created positon which focused on building community bridges with the organization.

- Developed and implemented agency-wide staff development plan
- Authored grants and responded to RFP's for special projects promoting education and prevention services
- Developed a curriculum with NAMI-NH to support parents of adult children with SPMI/SMI

NE Non-Profit Housing, Manchester, NH **1986-1989**
Social Worker
The agency mission was to develop and expand low income housing options in the greater Manchester area.

- Property management and general contractors for CDBH/"Mod Rehab" housing projects
- Co-authored grant for $2.5 million dollar HUD grant for "Women in Transition"
- Conducted housing inspections and worked with code department and local authority to assure compliance standards

Region IV Area Agency, Concord **1986**
Case Manager
Designated by NH Department of Developmental Services in the capital region serving the needs of individuals and families affected by cognitive impairments.

- Developed and monitored treatment plans for 25 developmentally disabled adults

Education:

1998-2000	New England College	Henniker, NH
	MS Community Mental Health Counseling	
1996	Graduated NH Police Standards & Training	
	Part-time Police Officer	
1977-1981	SUNY Brockport	Brockport, NY
	BS Social Work	

Interests: Granite State Critical Incident Street Management Vice President & Coordinator
Navigating Recovery of the Lakes Region – Board Member
Community Health Services Network – Board President

Docusign Envelope ID: F3B82C05-CA65-4250-974A-B672AB90AAC9

Nicole Fitts

Integrative Program Lead

Education

Arizona State University - BA

Key Skills

Organization
Program Management
Customer Service
Communication
Problem-solving

Objective

An energetic and driven Human Services professional with managerial, organizational, and human relations skills seeks a position to deliver guidance and supportive services with accuracy and efficacy in a challenging environment to boost my learning potential and professional development.

Experience

July 2021- Present
Integrative Program Lead • Lakes Region Mental Health
In my current role at LRMHC, I work with a multidisciplinary team of professionals to assess individual housing needs and preferences for a caseload of fifty clients. This role includes advocacy, knowledge of current resources and referral processes. I also coordinate with landlords, property managers, and housing agencies to ensure that the clients have access to safe and quality housing options. Some of the skills that I use and develop in this role include communication, problem-solving, negotiation, and crisis management.

August 2005- September 2021
Barista/Supervisor • Starbucks
Worked in a team to provide excellent customer service to guests. Supervised team members and provided support to staff to support high and engaged moral. I maintained a calm presence in a fast-paced work environment, and am skilled at prioritizing tasks.

February 2013- May 2013
Internship • New Beginnings
Learned practical skills in the field while in my undergraduate program.

Leadership

Supportive and calm approach to leadership, I am willing to help staff in any situation to feel comfortable and empowered.

References

Available upon request.

Docusign Envelope ID: F3B82C05-CA65-4250-974A-B672AB90AAC9

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: **The Lakes Region Mental Health Center, Inc.**

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Nicole Fitts	Cold Weather Shelter Manager	$11,600.00	$58,000.00
Margaret Pritchard	CEO	$0.00	$188,999.98
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00

Docusign Envelope ID: F3B82C05-CA65-4250-974A-B672AB90AAC9

ARC

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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 amend existing contracts with the Contractors listed below for the continued provision of services to assist with the operation of cold weather solutions for individuals and families experiencing homelessness, by exercising contract renewal options by increasing the total price limitation by $920,000 from $920,000 to $1,840,000 and extending the completion dates from June 30, 2024 to June 30, 2025, effective July 1, 2024 upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on September 20, 2023, item #47.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
County of Merrimack	177435-B001	Merrimack County	$115,000	$165,000	$280,000
County of Strafford	177478-B001	Strafford County	$55,000	$100,000	$155,000
Nashua Soup Kitchen and Shelter, Inc.	174173-P001	Hillsborough County	$275,000	$220,000	$495,000
Southwestern Community Services, Inc.	177511-B001	Cheshire and Sullivan Counties	$140,000	$120,000	$260,000
The Lakes Region Mental Health Center, Inc.	154480-B001	Belknap County	$80,000	$95,000	$175,000
Tri-County Community Action Program, Inc.	177195-B001	Coos and Grafton Counties	$140,000	$120,000	$260,000
Way Station	339623-R001	Carroll County	$115,000	$100,000	$215,000
		Total:	**$920,000**	**$920,000**	**$1,840,000**

Funds are available in the following accounts for State Fiscal Year 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

Docusign Envelope ID: F3B82C05-CA65-4250-974A-B672AB90AAC9

EXPLANATION

The purpose of this request is for the continued provision of services to assist with the operation of cold weather solutions for individuals and families experiencing homelessness and to continue assisting with the mitigation of negative outcomes of homelessness during the upcoming winter seasons. The attached amendments are in support of the Department's continued adherence to House Bill (HB) 2, Section 564 (2023) with funds continuing to be awarded to one provider in each county based on 50 percent distributed evenly across each county and 50 percent based on the most recent preliminary Point In Time count of those experiencing homelessness in the county. The preliminary Point In Time count for 2024, which occurred on January 24, 2024, was used to calculate the funding allocations. The Department is presenting a complementary sole source amendment to an existing agreement with a provider in Rockingham County to ensure continued statewide access.

Approximately 1,500 individuals who are experiencing homelessness, who are in need of appropriate shelter during the winter and cold weather months, will be served during State Fiscal Year 2025.

The Contractors will continue to provide access to emergency shelter and related services specifically providing safety in cold weather to individuals and families who are unable to access year-round emergency shelter services. The Contractors will continue engagement with all municipalities and related service providers for their county. Contractors will continuously offer a variety of low-barrier solutions reflective of the needs of the county, such as shelters, hotel stays, warming centers, coordination of referrals to related services and transportation to shelter solutions.

The Department will continue to monitor services by engaging in monthly meetings with the Contractors and reviewing the monthly reports provided by the Contractors.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the original agreements, the parties have the option to extend the agreements for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the three (3) years available.

Should the Governor and Council not authorize this request, there will be a gap in emergency cold weather services throughout the upcoming winter months, leaving individuals experiencing unsheltered homelessness without the fatality preventions provided by this critical safety net service.

Area served: Statewide.

Respectfully submitted,

Lori A. Weaver
Commissioner

05-95-42-423010-63850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIVISION, HOMELESS AND HOUSING, HOMELESS & HOUSING SHELTER FD

100% General Funds

Fiscal Detail Sheet
RFA-2024-DBH-03-COLDW-01-07-A01

County of Merrimack — Vendor # 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$115,000	$0	$115,000
2025	102/500731	Contracts for Program Services	42307021	$0	$165,000	$165,000
		Sub Total		$115,000	$165,000	$280,000

County of Strafford — Vendor # 177478 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$55,000	$0	$55,000
2025	102/500731	Contracts for Program Services	42307021	$0	$100,000	$100,000
		Sub Total		$55,000	$100,000	$155,000

The Lakes Region Mental Health Center, Inc. — Vendor # 154480 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$80,000	$0	$80,000
2025	102/500731	Contracts for Program Services	42307021	$0	$95,000	$95,000
		Sub Total		$80,000	$95,000	$175,000

Nashua Soup Kitchen and Shelter, Inc. — Vendor # 174173 - P001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$275,000	$0	$275,000
2025	102/500731	Contracts for Program Services	42307021	$0	$220,000	$220,000
		Sub Total		$275,000	$220,000	$495,000

Southwestern Community Services, Inc. — Vendor # 177511 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$140,000	$0	$140,000
2025	102/500731	Contracts for Program Services	42307021	$0	$120,000	$120,000
		Sub Total		$140,000	$120,000	$260,000

Tri-County Community Action Program, Inc. — Vendor # 177195 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$140,000	$0	$140,000
2025	102/500731	Contracts for Program Services	42307021	$0	$120,000	$120,000
		Sub Total		$140,000	$120,000	$260,000

Way Station — Vendor # 339623 - R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$115,000	$0	$115,000
2025	102/500731	Contracts for Program Services	42307021	$0	$100,000	$100,000
		Sub Total		$115,000	$100,000	$215,000

Total	$920,000	$920,000	$1,840,000

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Cold Weather Shelter Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Lakes Region Mental Health Center, Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item #47), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $175,000

3. Modify Exhibit C, Payment Terms, Section 3, to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget, Amendment #1.

4. Add Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/17/2024
Date

DocuSigned by:
Katja S. Fox
2ADFEC7D61684F3...
Name: Katja S. Fox
Title: Director

The Lakes Region Mental Health Center, Inc.

5/16/2024
Date

DocuSigned by:
Margaret M. Pritchard
02FC7...
Name: Margaret M. Pritchard
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/20/2024
Date

DocuSigned by:
Robyn Guarino
Name:
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name:	*The Lakes Region Mental Health Center, Inc.*
Budget Request for:	*Cold Weather Shelter Program*
Budget Period	*SFY 2025 (7/1/24 - 6/30/25)*
Indirect Cost Rate (If applicable)	9.09%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$51,650
2. Fringe Benefits	$5,165
3. Consultants	
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	
5.(a) Supplies - Educational	
5.(b) Supplies - Lab	
5.(c) Supplies - Pharmacy	
5.(d) Supplies - Medical	
5.(e) Supplies Office	$1,800
6. Travel	$600
7. Software	
8. (a) Other - Marketing/Communications	
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	
Other-Occupancy Utilities/Cleaning/Pest	$13,909
Other-Household Supplies	$1,800
Other-Internet/Phones	$1,500
Other-Food	$7,000
Other-Insurance.	$240
Other-Homeless Documentation Support	$1,200
Other -Miscellaneous (Includes Background Checks)	$1,500
9. Subrecipient Contracts	
Total Direct Costs	$86,364
Total Indirect Costs	$8,636
TOTAL	$95,000

Contractor Initials: MMP

Date: 5/16/2024

Docusign Envelope ID: F3B82C05-CA65-4250-974A-B672AB90AAC9

ARC

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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.dhhs.nh.gov

August 21, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed $920,000 for the provision of services to assist with the operation of cold weather solutions for individuals and families experiencing homelessness, with the option to renew for up to three (3) additional years, effective October 1, 2023, upon Governor and Council approval, through June 30, 2024. 100% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
County of Merrimack	177435-B001	Merrimack County	$115,000
County of Strafford	177478-B001	Strafford County	$55,000
Nashua Soup Kitchen and Shelter, Inc.	174173-P001	Hillsborough County	$275,000
Southwestern Community Services, Inc.	177511-B001	Cheshire and Sullivan Counties	$140,000
The Lakes Region Mental Health Center, Inc.	154480-B001	Belknap County	$80,000
Tri-County Community Action Program, Inc.	177185-B001	Coos and Grafton Counties	$140,000
Way Station	339623-R001	Carroll County	$115,000
		Total:	$920,000

Funds are available in the following accounts for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

Docusign Envelope ID: F3B82C05-CA65-4250-974A-B672AB90AAC9

EXPLANATION

The purpose of this request is for the Contractors to assist with the operation of cold weather solutions for individuals and families experiencing homelessness and to assist with the mitigation of negative outcomes of homelessness this upcoming winter. Pursuant to House Bill (HB) 2, Section 564 (2023), funds were made available to each county in the state. Award amounts were determined by the language in HB 2: "The department shall distribute $1,000,000 to one provider in each county based on 50 percent to be distributed evenly across each county and 50 percent based on the most recent preliminary point-in-time count of those experiencing homelessness in the county." The Department is presenting a complementary sole source agreement with a provider in Rockingham County to ensure statewide access.

Approximately 333 individuals who are experiencing homelessness, who are in need of appropriate shelter during the winter and cold weather months will be served during State Fiscal Year 2024.

The Contractors will provide access to emergency shelter and related services specifically to provide safety in cold weather to individuals and families who are unable to access year-round emergency shelter services. The Contractors will engage with all municipalities and related service providers for their county. They will offer a variety of low-barrier solutions reflective of the needs of the county, such as shelters, hotel stays, warming centers, coordination of referrals to related services and transportation to shelter solutions.

The Department will monitor services by engaging in monthly meetings with the Contractors and reviewing the monthly reports provided by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from June 29, 2023 through July 24, 2023. The Department received 11 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the attached agreements, the parties have the option to extend the agreements for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, there will be a gap in emergency cold weather services throughout the upcoming winter months, leaving individuals experiencing unsheltered homelessness without the fatality preventions provided by this critical safety net service.

Respectfully submitted,

Lori A. Weaver
Commissioner

Docusign Envelope ID: F3B82C05-CA65-4250-974A-B672AB90AAC9

05-95-42-423010-63850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIVISION, HOMELESS AND HOUSING, HOMELESS & HOUSING SHELTER FD
100% General Funds

County of Merrimack — Vendor # 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$0	$115,000	$115,000
		Sub Total		$0	$115,000	$115,000

County of Strafford — Vendor # 177478 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$0	$55,000	$55,000
		Sub Total		$0	$55,000	$55,000

The Lakes Region Mental Health Center, Inc. — Vendor # 154480 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$0	$80,000	$80,000
		Sub Total		$0	$80,000	$80,000

Nashua Soup Kitchen and Shelter, Inc. — Vendor # 174173 - P001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$0	$275,000	$275,000
		Sub Total		$0	$275,000	$275,000

Southwestern Community Services, Inc. — Vendor # 177511 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$0	$140,000	$140,000
		Sub Total		$0	$140,000	$140,000

Tri-County Community Action Program, Inc. — Vendor # 177195 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$0	$140,000	$140,000
		Sub Total		$0	$140,000	$140,000

Way Station — Vendor # 339623 - R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$0	$115,000	$115,000
		Sub Total		$0	$115,000	$115,000

Total	$0	$920,000	$920,000

Docusign Envelope ID: F3B82C05-CA65-4250-974A-B672AB90AAC9

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2024-DBH-03-COLDW

Project Title Cold Weather Shelter Program

	Maximum Points Available	Community Action Partnership of Strafford County (Strafford)	County of Merrimack (Merrimack)	Lakes Region Mental Health Center, Inc (Belknap)	Nashua Soup Kitchen and Shelter (Hillsborough)	Southwestern Community Services, Inc (Cheshire)	Southwestern Community Services, Inc (Sullivan)	Strafford County (Strafford)
Technical								
Capacity (Q1)	20	18	15	15	20	17	17	20
Collaboration (Q2)	40	40	30	33	35	30	30	40
Experience (Q3)	20	20	15	14	15	16	15	20
Knowledge (Q4)	20	18	14	20	17	18	16	20
TOTAL POINTS	100	96	74	82	87	81	78	100
TOTAL PROPOSED VENDOR COST		*Not Applicable - No Cost Proposal for RFA*						

Reviewer Name	Title
1 Travis Newton	Homeless Outreach Service Coordinator
2 Robert Waters	Shelter Administrator
3 Carole Toomay, MS, CHES	Public Health Preparedness Planner
4 Jessica Dow	Business Administrator II

Docusign Envelope ID: F3B82C05-CA65-4250-974A-B672AB90AAC9

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2024-DBH-03-COLDW

Project Title Cold Weather Shelter Program

	Maximum Points Available	Tri County CAP (Carroll)	Tri County CAP (Coos)	Tri County CAP (Grafton)	Way Station (Carroll)
Technical					
Capacity (Q1)	20	15	18	18	18
Collaboration (Q2)	40	28	35	35	40
Experience (Q3)	20	18	18	19	19
Knowledge (Q4)	20	18	19	19	20
TOTAL POINTS	100	79	90	91	97
TOTAL PROPOSED VENDOR COST		*Not Applicable - No Cost Proposal for RFA*			

Reviewer Name	Title
1 Travis Newton	Homeless Outreach Service Coordinator
2 Robert Waters	Shelter Administrator
3 Carole Totzkay, MS, CHES	Public Health Preparedness Planner
4 Jessica Dow	Business Administrator II

Docusign Envelope ID: F3B82C05-CA65-4250-974A-B672AB90AAC9

DocuSign Envelope ID: C0C39471-0208-4FB1-BB95-54FDADA81906

FORM NUMBER P-37 (version 12/11/2019)

Subject: Cold Weather Shelter Program (RFA-2024-DBH-03-COLDW-05)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

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 The Lakes Region Mental Health Center, Inc.		1.4 Contractor Address 111 Church Street Laconia, NH 03246	
1.5 Contractor Phone Number (603) 524-1100	1.6 Account Number 05-95-42-423010-63850000-102-500731	1.7 Completion Date 6/30/2024	1.8 Price Limitation $80,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Margaret M. Pritchard Date: 8/22/2023		1.12 Name and Title of Contractor Signatory Margaret M. Pritchard Chief Executive Offic	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 8/22/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino On: 8/30/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials MMP

Date 8/22/2023

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 omission of the

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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.

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Date 8/22/2023

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2023 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide cold weather shelter services to individuals and families who:

Are in need of appropriate shelter in NH during winter and the cold weather months; and

1.1.1. Meet the criteria of 'Literally Homeless' as follows:

1.1.1.1. Has a primary nighttime residence that is a public or private place not meant for human habitation;

1.1.1.2. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

1.1.1.3. Is exiting an institution where they resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

1.2. The Contractor must ensure services are available in Belknap County.

1.3. The Contractor must provide access to emergency shelter and related services specifically to provide safety in cold weather, to those experiencing homelessness as described in Section 1.1., and who are unable to access year-round emergency shelter services. The Contractor must:

1.3.1. Ensure that community plans that include a cold weather shelter must have shelter designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep during the winter and cold weather months.

1.3.2. Ensure basic needs of each individual are met, including at a minimum, a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in RSA 126-A:26.

1.3.3. Provide a low-barrier shelter, with no pre-conditions for entry during cold weather. Terminations from shelter must only be due to safety concerns.

1.3.4. Ensure services are provided in a facility in accordance with Section 3.4. Operation of Facilities, that includes at a minimum:

1.3.4.1. Building maintenance and repair;

1.3.4.2. Security systems;

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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

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;

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;

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

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

Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.15.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

1.15.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

1.15.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.15.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit D: DHHS Information Security Requirements.

1.15.2. Completion of Transition Services

1.15.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.15.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit D: DHHS Information Security Requirements.

1.15.3. Disagreement over Transition Services Results

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."

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

Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to housingsupportsinvoices@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $2,000,000 or more.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name:	*The Lakes Region Mental Health Center, Inc.*
Budget Request for:	*Cold Weather Shelter Program*
Budget Period	*SFY 2024 (10/1/23-6/30/24)*
Indirect Cost Rate (if applicable)	10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$42,000
2. Fringe Benefits	$3,563
3. Consultants	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$1,250
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other-Occupancy Utilities/Cleaning/Pest	$14,050
Other-Household Supplies	$1,900
Other-Internet/Phones	$1,215
Other-Food	$7,000
Other-Insurance	$250
Other -Miscellaneous (Includes Background Checks)	$1,500
9. Subrecipient Contracts	$0
Total Direct Costs	$72,728
Total Indirect Costs	$7,273
TOTAL	$80,000

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New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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6. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or Confidential Data.

7. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

8. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

9. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

10. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

11. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. Omitted.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure, secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If

End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Confidential Data.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such Confidential Data upon request or contract termination; and will obtain written certification for any Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to DHHS upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the Confidential Data received under this Contract, as follows:

1. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the Confidential Data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Confidential Data where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data, State of NH systems and/or Department confidential information for contractor provided systems.

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Confidential Data.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with DHHS to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If DHHS determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with DHHS and is responsible for maintaining compliance with the agreement.

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within DHHS.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent

Contractor Initials MMP

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Date

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 Confidential Data or State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such Confidential Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

    e. limit disclosure of the Confidential Information to the extent permitted by law.

    f. Confidential Information received under this Contract and individually identifiable Confidential Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

    g. only authorized End Users may transmit the Confidential Data, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

    h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

    i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure.

Contractor Initials MMP

Date 8/22/2023

This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

A. The Contractor must notify NH DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

1. Parties acknowledge and agree that unless notice to the contrary is provided by DHHS in its sole discretion to Contractor, this Section V.A.1 constitutes notice by Contractor to DHHS of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to DHHS shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Confidential Data.

B. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must address how the Contractor will:

1. Identify incidents;
2. Determine if Confidential Data is involved in incidents;
3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.
4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;
5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

6. Identify incident/breach notification method and timing;

7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;

8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;

9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.

10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.

C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials MMP

Date 8/22/2023

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 Tri-County Community Action Program, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item #47), as amended on June 12, 2024 (Item #30), 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:

   $500,000

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.

DS
JR
Contractor Initials
4/1/2025
Date

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

4/8/2025
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Tri-County Community Action Program, Inc.

4/1/2025
Date

DocuSigned by:
Jeanne Robillard
Name: Jeanne Robillard
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/28/2025
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: *Tri-Country Community Action Program, Inc.*

Budget Request for: *Cold Weather Shelter Program*

Budget Period *SFY 2026 (7/1/25 - 6/30/26)*

Indirect Cost Rate (if applicable) 13.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$10,800
2. Fringe Benefits	$6,080
3. - Consultants	
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	
5.(a) Supplies - Educational	
5.(b) Supplies - Lab	
5.(c) Supplies - Pharmacy	
5.(d) Supplies - Medical	
5.(e) Supplies Office	$200
6. Travel	$500
7. Software	
8. (a) Other - Marketing/Communications	$500
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	
Direct Client Services	$83,726
Cold Weather Gear and Supplies	$8,000
Administrative / Operations Support	$6,020
Other (please specify)	
9. Subrecipient Contracts	$0
Total Direct Costs	$115,826
Total Indirect Costs	$4,174
TOTAL	**$120,000**

Contractor Initials: JK (DS)

Date: 4/1/2025

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Tri-Country Community Action Program, Inc.*

Budget Request for: *Cold Weather Shelter Program*

Budget Period *SFY 2027 (7/1/26 - 6/30/27)*

Indirect Cost Rate (if applicable) 13.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$10,800
2. Fringe Benefits	$6,080
3. Consultants	
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	
5.(a) Supplies - Educational	
5.(b) Supplies - Lab	
5.(c) Supplies - Pharmacy	
5.(d) Supplies - Medical	
5.(e) Supplies Office	$200
6. Travel	$500
7. Software	
8. (a) Other - Marketing/Communications	$500
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	
Direct Client Services	$83,726
Cold Weather Gear and Supplies	$8,000
Administrative / Operations Support	$6,020
Other (please specify)	
9. Subrecipient Contracts	
Total Direct Costs	$115,826
Total Indirect Costs	$4,174
TOTAL	**$120,000**

Contractor Initials: JK DS

Date: 4/1/2025

Docusign Envelope ID: EA2A6895-FEC7-4EB3-B8C1-C95B8B216317

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 1965. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **63020**

Certificate Number: **0007142560**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2025.

David M. Scanlan

Secretary of State

Docusign Envelope ID: EA2A6895-FEC7-4EB3-B8C1-C95B8B216317

CERTIFICATE OF AUTHORITY

I, Sandy Alonzo, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Tri-County Community Action Program, Inc. (Tri-County CAP).
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 17th, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Jeanne Robillard, Randall Pilotte, Brenda Gagne (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Tri-County Community Action Program, INC. (Tri-County CAP) to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 4/17/25

Sandy Alonzo
Signature of Elected Officer
Name: Sandy Alonzo
Title: Board Chair

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lindsey Goodrich
Cross Insurance-Manchester 1100 Elm Street Manchester NH 03101	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins Co	18058
INSURER B: Granite State Health Care and Human Services Self-	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Tri-County Community Action Program, Inc
30 Exchange Street
Berlin NH 03570

COVERAGES **CERTIFICATE NUMBER:** 24-25 All/25-26 NH WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2571941	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2571943	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB870544	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		R01892HCHS2025-01 (3a.) NH	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TRI-COUNTY COMMUNITY ACTION

Serving Coös, Carroll & Grafton Counties since 1965

MISSION **STATEMENT**

Tri-County Community Action Program provides opportunities to strengthen communities by improving the lives of low to moderate income families and individuals.

VISION **STATEMENT**

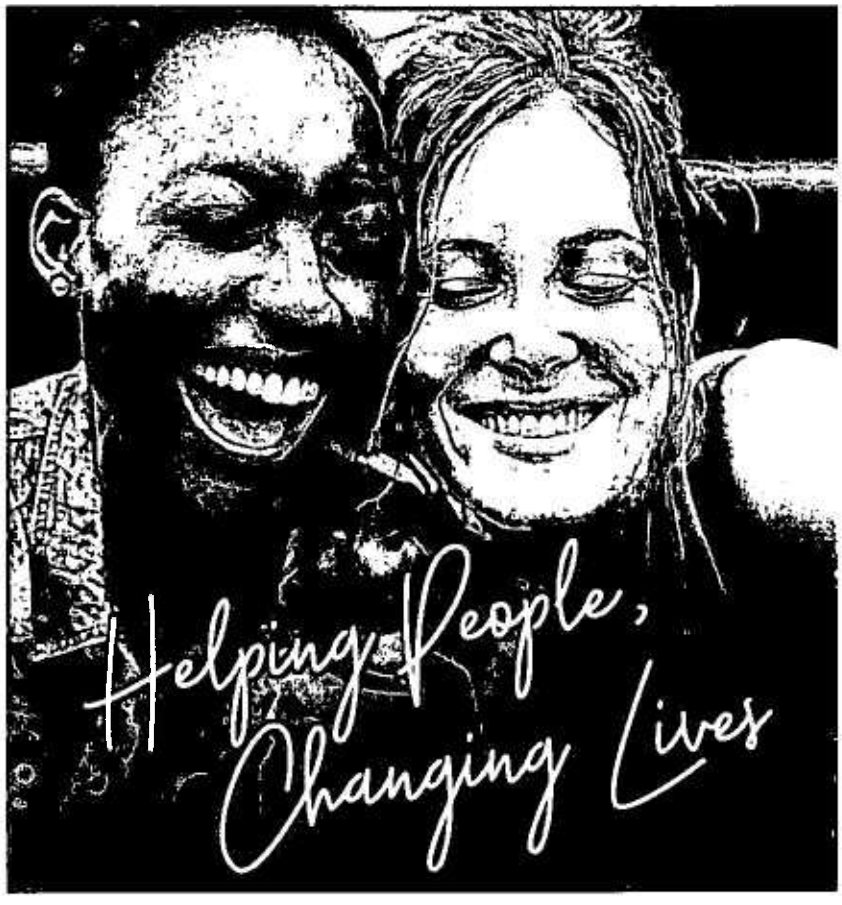
Individuals and families are empowered to create vibrant communities and foster self-sufficiency.

VALUES **STATEMENT**

Tri-County Community Action Program, values a culture of integrity.

This Includes:

1. Transparency in all our interactions and communications, stressing accountability to ourselves as an organization and to those we serve.
2. Connection to community. We value our community partners and work to build strong partnerships that unite us all in the common goal of improving the lives of others.
3. Recognition of our mutual humanity. We treat customers, co-workers and colleagues with compassion, fairness, dignity and respect.
4. We value the empowerment of those who seek our services, believing that empowerment leads to improved self-worth and enables those we serve to fully participate in their communities and share their success with others.









Helping People. Changing Lives.
community Action
PARTNERSHIP

30 Exchange St.Berlin, NH 03570
Phone: (603) 752-7001
Fax: (603) 752-7607
www.tccap.org

Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022
AND
INDEPENDENT AUDITORS' REPORT AND
REPORTS ON COMPLIANCE AND
INTERNAL CONTROL

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

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Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
DOVER • WOLFEBORO
NORTH CONWAY

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Tri-County Community Action Program, Inc. and Affiliate

Report on the Financial Statements

Opinion

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2023 and 2022, the related consolidated statements of functional expenses, and cash flows for the years then ended, the related statement of activities for the year ended June 30, 2023, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of Tri-County Community Action Program, Inc. and Affiliate as of June 30, 2023, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Tri-County Community Action Program, Inc. and Affiliate and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Tri-County Community Action Program, Inc. and Affiliate's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program, Inc. and Affiliate's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Tri-County Community Action Program, Inc. and Affiliate's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Govemment* Auditing Standards, we have also issued our report dated November 13, 2023, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

Report on Summarized Comparative Information

We have previously audited Tri-County Community Action Program, Inc. and Affiliates' 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 15, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Leone McDonnell & Roberts
Professional association

North Conway, New Hampshire
November 13, 2023

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2023 AND 2022

	2023	2022
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 4,400,730	$ 3,827,664
Restricted cash, Guardianship Services Program	1,313,655	977,227
Accounts receivable	2,024,546	1,807,274
Pledges receivable	192,212	169,196
Inventories	123,409	59,759
Prepaid expenses	138,888	138,811
Total current assets	8,193,440	6,979,931
PROPERTY		
Property and equipment	12,858,931	12,794,151
Less accumulated depreciation	(6,522,499)	(6,088,609)
Property, net	6,336,432	6,705,542
NONCURRENT ASSETS		
Right of use asset, operating	208,857	-
Restricted cash	413,721	410,431
Total noncurrent assets	622,578	410,431
TOTAL ASSETS	$ 15,152,450	$ 14,095,904
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Current portion of long term debt	$ 139,961	$ 134,452
Current portion of right of use liability, operating	86,219	-
Accounts payable	456,444	262,473
Accrued compensated absences	249,777	228,342
Accrued salaries	90,948	81,707
Accrued expenses	95,772	117,415
Refundable advances	403,239	446,208
Other liabilities	1,342,462	1,085,406
Total current liabilities	2,864,822	2,356,003
NONCURRENT LIABILITIES		
Right of use liability, operating, less current portion	122,638	-
Long term debt, net of current portion	4,296,550	4,442,866
Total liabilities	7,284,010	6,798,869
NET ASSETS		
Without donor restrictions	7,577,645	7,037,337
With donor restrictions	290,795	259,698
Total net assets	7,868,440	7,297,035
TOTAL LIABILITIES AND NET ASSETS	$ 15,152,450	$ 14,095,904

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2023 Total	2022 Total
REVENUES AND OTHER SUPPORT				
Grants and contracts	$ 39,636,536	$ 168,387	$ 39,804,923	$ 33,019,028
Program funding	1,131,923	-	1,131,923	1,178,528
Utility programs	1,458,145	-	1,458,145	1,862,325
In-kind contributions	479,251	-	479,251	228,341
Contributions	252,119	-	252,119	140,578
Fundraising	23,626	-	23,626	8,616
Rental income	867,061	-	867,061	797,436
Interest income	26,196	-	26,196	484
Gain on disposal of property	6,817	-	6,817	8,874
Other revenue	2,735	-	2,735	4,789
Total revenues and other support	43,884,409	168,387	44,052,796	37,248,999
NET ASSETS RELEASED FROM RESTRICTIONS	137,290	(137,290)	-	-
Total revenues, other support, and net assets released from restrictions	44,021,699	31,097	44,052,796	37,248,999
FUNCTIONAL EXPENSES				
Program Services:				
Agency Fund	1,314,337	-	1,314,337	1,453,842
Head Start	3,107,886	-	3,107,886	2,792,837
Guardianship	651,255	-	651,255	658,956
Transportation	1,404,213	-	1,404,213	892,112
Volunteer	72,150	-	72,150	62,053
Carroll County Dental	679,379	-	679,379	673,708
Homeless	20,422,871	-	20,422,871	17,630,850
Energy and Community Development	13,099,599	-	13,099,599	9,978,945
Elder	1,276,827	-	1,276,827	1,095,578
Housing Services	212,979	-	212,979	248,736
Total program services	42,241,496	-	42,241,496	35,487,617
Supporting Activities:				
General and administrative	1,236,580	-	1,236,580	1,146,090
Fundraising	3,315	-	3,315	1,266
Total supporting activities	1,239,895	-	1,239,895	1,147,356
Total functional expenses	43,481,391	-	43,481,391	36,634,973
CHANGE IN NET ASSETS	540,308	31,097	571,405	614,026
NET ASSETS, BEGINNING OF YEAR	7,037,337	259,698	7,297,035	6,683,009
NET ASSETS, END OF YEAR	$ 7,577,645	$ 290,795	$ 7,868,440	$ 7,297,035

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2023

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Carroll County Dental	Homeless	Energy and Community Development	Elder	Housing Services	Total	General and Administrative	Fundraising	Total
Direct Expenses														
Payroll	$ 323,177	$ 1,644,947	$ 424,837	$ 680,490	$ 44,947	$ 422,973	$ 757,038	$ 1,380,748	$ 564,883	$ 58,045	$ 6,299,893	$ 608,842	$ -	$ 6,908,735
Payroll taxes and benefits	99,401	449,995	109,489	133,770	11,318	97,590	199,734	382,084	116,514	-	1,599,895	149,438	-	1,749,333
Assistance to clients	775	-	-	207,577	-	-	18,962,956	10,442,285	-	-	29,613,593	-	-	29,613,593
Consumable supplies	7,038	218,956	6,679	8,279	356	55,079	33,428	431,354	321,162	1,398	1,083,724	25,899	-	1,109,623
Space costs and rentals	12,646	223,207	46,839	21,512	6,478	-	99,995	150,500	72,300	-	633,477	130,652	-	764,129
Depreciation expense	204,391	41,736	2,000	102,254	-	41,903	18,553	42,828	7,110	67,389	527,962	-	-	527,962
In-kind expended	-	219,362	-	24,948	-	-	128,764	-	106,177	-	479,251	-	-	479,251
Consultants and contractors	56,409	13,668	6,226	23,620	-	19,786	132,557	12	12,704	-	263,984	31,049	-	295,033
Utilities	228,071	29,700	23,217	18,069	1,592	11,819	30,814	45,328	25,978	30,465	445,051	5,226	-	450,277
Travel and meetings	751	89,760	8,152	38,208	392	2,635	16,195	24,004	15,328	125	195,550	20,687	-	216,237
Other direct program costs	9,862	51,628	1,278	7,988	429	1,550	7,088	34,790	6,788	36,315	157,716	84,852	3,315	245,883
Fiscal and administrative	6,024	264	15,594	294	39	8,239	5,125	24,030	1,744	3,100	64,453	124,673	-	189,126
Building and grounds maintenance	158,544	94,147	58	13,630	-	8,548	4,675	576	17,874	7,010	303,262	-	-	303,262
Interest expense	84,491	1,668	883	247	78	-	116	1,914	537	-	89,732	-	-	89,732
Vehicle expense	5,186	-	-	110,020	-	-	-	110,333	-	-	225,539	-	-	225,539
Insurance	56,280	8,422	883	3,755	1,598	1,619	8,434	6,299	-	3,155	90,225	38,916	-	129,141
Maintenance of equipment and rental	53,270	20,416	5,738	9,375	4,925	5,919	17,182	18,137	5,291	7,879	148,132	16,131	-	164,263
Fixed fees	11,021	10	-	177	-	1,722	19	4,581	2,427	100	20,057	215	-	20,272
Total Direct Expenses	1,314,337	3,107,886	651,255	1,404,213	72,150	679,379	20,422,871	13,099,599	1,276,827	212,979	42,241,496	1,236,580	3,315	43,481,391
Indirect Expenses														
Indirect costs	133,132	299,448	69,805	119,456	6,841	71,557	137,310	275,680	123,351	-	1,236,580	(1,236,580)	-	-
Total Direct & Indirect expenses	$ 1,447,469	$ 3,407,334	$ 721,060	$ 1,523,669	$ 78,991	$ 750,936	$ 20,560,181	$ 13,375,279	$ 1,400,178	$ 212,979	$ 43,478,076	$ -	$ 3,315	$ 43,481,391

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022

	Agency Fund	Head Start	Guardianship	Transportation	Volunteer	Carroll County Dental	Homeless	Energy and Community Development	Elder	Housing Services	Total	General and Administrative	Fundraising	Total
Direct Expenses														
Payroll	$ 491,447	$ 1,591,962	$ 460,242	$ 447,910	$ 42,414	$ 272,090	$ 693,549	$ 1,412,854	$ 490,039	$ 23,485	$ 5,925,992	$ 581,978	$ -	$ 6,507,970
Payroll taxes and benefits	112,063	425,066	103,479	79,964	8,955	58,357	181,250	352,787	98,642	-	1,398,623	133,158	-	1,531,781
Assistance to clients	-	-	-	89,597	-	-	16,494,024	7,043,336	-	-	23,626,957	-	-	23,626,957
Consumable supplies	8,143	167,506	8,474	7,296	445	57,798	28,753	573,445	308,046	727	1,160,632	20,525	-	1,181,157
Space costs and rentals	4,434	194,445	44,378	16,636	5,481	582	74,769	217,912	58,492	-	615,131	112,318	-	727,449
Depreciation expense	168,601	50,198	500	108,348	-	42,409	15,459	60,397	5,833	67,389	519,334	-	-	519,334
In-kind expended	-	117,486	-	-	-	-	53,684	-	57,159	-	228,341	-	-	228,341
Consultants and contractors	94,310	2,132	5,635	13,178	-	197,993	203	44	17,866	-	331,481	35,842	-	367,323
Utilities	191,020	28,064	21,922	16,187	1,597	13,097	43,596	44,724	26,182	26,303	412,694	4,851	-	417,545
Travel and meetings	9,147	58,464	5,892	27,591	-	4,329	21,471	17,291	11,289	625	154,299	6,024	-	160,323
Other direct program costs	67,883	52,568	(8,580)	3,699	2,598	971	943	25,003	5,765	106,265	257,115	63,834	1,266	322,215
Fiscal and administrative	91	294	8,928	622	75	8,480	8,667	38,011	4,578	2,919	70,665	144,494	-	215,159
Building and grounds maintenance	135,694	64,895	-	2,111	-	1,966	10,103	154	3,817	8,757	227,497	442	-	227,939
Interest expense	94,838	66	1,031	66	-	-	102	386	11	-	96,500	82	-	96,582
Vehicle expense	5,557	-	-	69,672	-	-	-	93,810	-	-	169,039	-	-	169,039
Insurance	48,467	6,338	579	2,627	466	1,341	6,073	6,018	-	3,250	77,161	34,884	-	112,065
Maintenance of equipment and rental	8,601	35,322	6,441	6,488	-	12,700	18,121	87,777	8,332	8,691	192,471	7,383	-	199,854
Fixed fees	13,326	-	35	100	-	1,595	81	4,998	3,407	125	23,665	275	-	23,940
Total Direct Expenses	1,453,842	2,792,837	658,956	892,112	62,053	873,706	17,630,850	9,978,945	1,095,578	248,736	35,487,617	1,146,090	1,266	36,634,973
Indirect Expenses														
Indirect costs	144,922	273,225	70,128	75,578	6,193	68,561	110,702	289,953	106,828	-	1,146,090	(1,146,090)	-	-
Total Direct & Indirect expenses	$ 1,598,764	$ 3,066,062	$ 729,084	$ 967,690	$ 68,246	$ 742,269	$ 17,741,552	$ 10,268,898	$ 1,202,406	$ 248,736	$ 36,633,707	$ -	$ 1,266	$ 36,634,973

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 571,405	$ 614,026
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	528,849	520,221
Gain on disposal of property	(6,817)	(8,874)
Decrease (increase) in assets:		
Accounts receivable	(217,272)	(190,025)
Pledges receivable	(23,016)	47,227
Inventories	(63,650)	(6,774)
Prepaid expenses	(77)	(85,217)
Increase (decrease) in liabilities:		
Accounts payable	193,971	258,170
Accrued compensated absences	21,435	(5,565)
Accrued salaries	9,241	(301,728)
Accrued expenses	(21,643)	(149,180)
Refundable advances	(42,969)	122,068
Other liabilities	257,056	(315,239)
NET CASH PROVIDED BY OPERATING ACTIVITIES	1,206,513	499,110
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from disposal of property	8,091	8,874
Purchases of property and equipment	(161,013)	(158,013)
NET CASH USED IN INVESTING ACTIVITIES	(152,922)	(149,139)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment on long-term debt	(140,807)	(129,342)
Repayment on capital lease obligations	-	-
NET CASH USED IN FINANCING ACTIVITIES	(140,807)	(129,342)
NET INCREASE IN CASH AND RESTRICTED CASH	912,784	220,629
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	5,215,322	4,994,693
CASH AND RESTRICTED CASH, END OF YEAR	$ 6,128,106	$ 5,215,322
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	$ 88,845	$ 95,695

See Notes to Consolidated Financial Statements

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Principles of Consolidation

The consolidated financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (Cornerstone) is a New Hampshire nonprofit corporation that was incorporated under the laws of the State of New Hampshire for the acquisition, construction, and operation of community-based housing for the elderly.

Nature of activities

The Organization's programs consist of the following:

Agency

Tri-County CAP Administration provides central program management support and oversight to the Organization's many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc.'s, Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

Head Start

Head Start provides comprehensive services to low-income children and their families. Head Start supports children's growth and development in a positive learning environment through a variety of activities as well as providing services, which include in addition to early learning, health and family well-being. All children receive health and development screenings, nutritious meals, oral health and mental health support. Parents and families are supported in achieving their own goals, such as housing stability, continued education, and financial stability.

Programs support and strengthen parent-child relationships as their child's primary educator. Head Start staff work as partners with parents to identify and provide individualized activities that support their child's growth and development.

Tri-County Community Action Head Start funded enrollment is 217, but over the course of the program year serves approximately 250 children in Carroll, Coos & Grafton counties in 9 locations with 13 center-based classrooms and 1 home-based option.

Guardianship

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity. This program serves over 400 individuals. Additional services include, conservatorship, representative payee-ship, federal fiduciary services, benefit management services and private probate accounting services.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 14 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

The Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum group of 208 volunteers, ages 55 and older, of which 50 actively served during the last reporting period. These volunteers share their skills, life experiences, and time with over 60 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 15,000 hours yearly.

Carroll County Dental

Tamworth Dental Center (the Center) offers state of the art quality oral healthcare to uninsured families and individuals. The Center offers a full array of services including preventative, restorative, and oral surgery. The Center accepts most dental insurances, state insurances, and offers a sliding fee scale based on income ratio to federal poverty guidelines. The school-based project of the Center has undergone modifications necessary due to the pandemic. 9 outreach schools within the vicinity of the Center will be made. Education, treatments, and referrals will be made available.

Homeless

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients.

The Organization also provides some housing rehabilitation services to help preserve older housing stock.

Energy Assistance and Outreach

Energy Assistance Services provide fuel and electric assistance through direct pay to vendors or a discount on the client's bill. Community Contact sites allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organization's clients about other programs offered, as well as other programs available through other organizations in the community.

Low-Income Weatherization

The NH weatherization program helps low-income families, elderly, disabled, small children and individuals lower their home energy costs; increase their health, safety, and comfort; and improve the quality of living while improving housing stock in communities around the state utilizing energy cost saving, health and safety and carbon lowering measures. The NH Weatherization Assistance Program also creates local NH jobs.

Elder

The Organization's elder program provides senior meals in 4 community dining sites, home delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with person-centered counseling, Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

Housing Services

Cornerstone Housing North, Inc. (Cornerstone) is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development (HUD), and a significant portion of their rental income is received from HUD.

Cornerstone includes a 12-unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by HUD with respect to the rental charges and operating methods.

Cornerstone has a Section 202 Capital Advance. Under guidelines established by the U.S. Office of Management and Budget *Uniform Guidance, Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,* the Section 202 Capital Advance is considered to be a major program. A separate audit is performed as it relates to Cornerstone's compliance with its major federal program in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and the audit requirements of *Title 2 of U.S. Code of Federal Regulations part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements of Federal Awards (Uniform Guidance*). An unmodified opinion was issued.

Method of accounting

The consolidated financial statements of Tri-County Community Action Program, Inc. and affiliate have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Basis of presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions include net assets that are not subject to any donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

Net assets with donor restrictions include net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

The Organization has net assets with donor restrictions of $290,795 and $259,698 at June 30, 2023 and 2022, respectively. See **Note 13**.

Contributions

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Support that is restricted is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based on reimbursement for expenditures made under specific grants or contracts. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write off method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

Property and Depreciation

Acquisitions of buildings, equipment, and improvements in excess of $5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets.

Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation.

Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs that do not materially prolong the useful lives of assets are charged to expense as incurred.

Estimated useful lives are as follows:

Buildings and improvements	20 to 40 years
Vehicles	5 to 8.5 years
Furniture and equipment	5 to 15 years

Client Rents and HUD Rent Subsidy

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated $403,239 and $446,208 as of June 30, 2023 and 2022, respectively.

Nonprofit tax status

The Organization is a not-for-profit, Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for donors. The Organization files information returns in the United States. The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed.

The Organization follows FASB ASC 740, *Accounting for Income Taxes,* which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. Management does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

Retirement plan

The Organization maintains a tax-sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, employer contribution payments ceased, therefore as of June 30, 2023 and 2022, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

Donated services and goods

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as net assets with donor restrictions. In the absence of such stipulations, contributions of noncash assets are recorded as net assets without donor restrictions.

Donated property and equipment

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as net assets without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as net assets with donor restrictions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

Promises to Give

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions. There were no unconditional promises to give that are expected to be collected in more than one year at June 30, 2023 and 2022.

As of June 30, 2023 and 2022, there were promises to give that were absent of donor stipulations, but restricted in regards to timing, and therefore classified as net assets with donor restrictions in the amount of $192,212 and $169,196, respectively. This amount is included in contributions in the Consolidated Statement of Activities.

Use of estimates

The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Fair Value of Financial Instruments

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short-term maturity of those instruments.

Functional allocation of expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

Program salaries and related expenses are allocated to the various programs and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

Workers Compensation expenses are charged to each program based upon the classification of each employee and allocated to the various program based upon the time employees spend on each function as noted above.

Paid Leave is charged to a leave pool and is allocated to each program as a percentage of total salaries.

Fringe Benefits are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

Depreciation expense is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the statements of functional expenses.

Other occupancy expenses are applicable to assets which are used by multiple programs. Buildings are primarily charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the statements of functional expenses.

Insurance: automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

The remaining shared expenses are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees, and other expenses which cannot be specifically identified and charged to a program.

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal, effective for the fiscal year beginning July 1, 2022, received provisional approval and is effective, until amended, at a rate of 12%. The actual rates for the years ended June 30, 2023 and 2022 were approximately 11.26% and 10.95%, respectively, which is allowable because it is less than the provisional rate.

Advertising policy

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the years ended June 30, 2023 and 2022 was $20,143 and $6,696, respectively.

Debt Issuance Costs

During the year ended June 30, 2019, the Organization retrospectively adopted the provisions of the FASB Accounting Standards Update (ASU) No. 2015-03, "*Simplifying the Presentation of Debt Issuance Costs.*" The ASU is limited to simplifying the presentation of debt issuance costs, and the recognition and measurement guidance for debt issuance costs is not affected by the ASU. Amortization expense of $887 has been included with interest expense in the consolidated statements of functional expenses for both 2023 and 2022.

Revenue Recognition Policy

The Organization derives revenue primarily from grants, contracts, and contributions. Grants are recognized as revenue upon receipt. Revenue from contracts is recognized when the service has been performed. Contributions are recognized as revenue when the donor makes a pledge to give that is, in substance, an unconditional promise. Contributions are recorded as with donor restrictions or without donor restrictions.

Cornerstone derives revenues from the rental of apartment units. Revenues are recognized as income, monthly, when rents become due and control of the apartment unit is transferred to the lessees. The individual leases are for a term of one year and are cancelable by the tenants. Control of the leased units is transferred to the lessee in an amount that reflects the consideration Cornerstone expects to be entitled to in exchange for the leased units. The cost incurred to obtain a lease will be expensed as incurred.

New Accounting Pronouncement

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-02, *Leases* (*Topic 842*), to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the statement of financial position and disclosing key information about leasing arrangements for lessees and lessors. The standard applies a right of use model that requires, all leases with a lease term of more than 12 months, to recognize an asset representing its right to use the underlying asset for the lease term and liability to make lease payments to be recorded. The Organization elected not to restate the comparative period. The Organization also elected not to reassess at adoption (i) expired or existing contracts to determine whether they are or contain a lease, (ii) the lease classification of any existing leases, (iii) initial direct costs for existing leases. The adoption of ASU 2016-02 resulted in the recognition of an operating right of use assets of $208,857 and operating lease liabilities of $208,857 as of June 30, 2023. Results for periods beginning prior to July 1, 2022 continue to be reported in accordance with the Organization's historical accounting treatment. The adoption of ASU 2016-02 did not have a material impact on the Organization's results of operations and cash flows.

NOTE 2. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of June 30, 2023 and 2022:

	2023	2022
Financial assets at year end:		
Cash and cash equivalents, undesignated	$ 4,400,730	$ 3,827,664
Restricted cash, Guardianship Services Program	1,313,655	977,227
Accounts receivable	2,024,546	1,807,274
Pledges receivable	192,212	169,196
Restricted cash	413,721	410,431
Total financial assets	8,344,864	7,191,792
Less amounts not available to be used within one year:		
Net assets with donor restrictions	290,795	259,698

Restricted cash, Guardianship Services Program	1,313,655	977,227
Restricted cash	413,721	410,431
Less net assets with time restrictions to be met in less than a year	(254,537)	(207,879)
Amounts not available within one year	1,763,634	1,439,477
Financial assets available to meet general expenditures over the next twelve months	$ 6,581,230	$ 5,752,315

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates $6,982,000 and $5,899,000 at June 30, 2023 and 2022, respectively.

NOTE 3. CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) for each financial institution up to $250,000. Cash balances may exceed the insured limits at times throughout the year.

The following table provides a reconciliation of cash and restricted cash reported within the statements of financial position that sum to the total in the statements of cash flows as of June 30:

	2023	2022
Cash, operations	$ 4,400,730	$ 3,827,664
Restricted cash, current	1,313,655	977,227
Restricted cash, long term	413,721	410,431
Total cash and restricted cash	$ 6,128,106	$ 5,215,322

Cash Restrictions

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 7.** It is required to maintain a balance of $19,968 in the account, which is restricted from withdrawal except to make payments of debt service or as approved by the U.S. Department of Agriculture.

Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2023 and 2022 was $20,079 and $20,069, respectively. The Organization has made all of their scheduled deposits for the years ended June 30, 2023 and 2022. These amounts are included in restricted cash in the Consolidated Statements of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 7**). The required balance in the account is $173,817 and is equal to 12 monthly payments. The balance as of June 30, 2023 and 2022 was $174,841 and $174,807, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash in the Consolidated Statements of Financial Position.

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this restriction at June 30, 2023 and 2022 was $1,313,655 and $977,227, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2023 and 2022 was $1,313,655 and $977,227, respectively, and is included in the restricted cash, Guardianship Services Program balance on the Consolidated Statements of Financial Position.

Certain cash accounts related to Cornerstone Housing North, Inc. are restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2023 and 2022 was $218,801 and $215,555, respectively. See **Note 15**.

NOTE 4. INVENTORY

In 2023 and 2022, inventory included weatherization materials which had been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2023 and 2022 consists of weatherization materials, totaling $123,409 and $59,759, respectively.

NOTE 5. PROPERTY

Property consists of the following at June 30, 2023:

	Capitalized Cost	Accumulated Depreciation	Net Book Value
Building	$ 10,119,418	$ 4,630,469	$ 5,488,949
Equipment	2,278,559	1,892,030	386,529
Construction in progress	42,114	-	42,114
Land	418,840	-	418,840
	$ 12,858,931	$ 6,522,499	$ 6,336,432

Property consists of the following at June 30, 2022:

	Capitalized Cost	Accumulated Depreciation	Net Book Value
Building	$ 10,039,601	$ 4,426,613	$ 5,612,988
Equipment	2,329,022	1,661,996	667,026
Construction in progress	6,688	-	6,688
Land	418,840	-	418,840
	$ 12,794,151	$ 6,088,609	$ 6,705,542

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the years ended June 30, 2023 and 2022 totaled $527,962 and $519,334, respectively.

NOTE 6. ACCRUED COMPENSATED ABSENCES

For the years ending June 30, 2023 and 2022, employees of the Organization were eligible to accrue vacation for a maximum of 160 hours. At June 30, 2023 and 2022, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of $249,777 and $228,342, respectively.

NOTE 7. LONG TERM DEBT

The long term debt of the Organization as of June 30, 2023 and 2022 consisted of the following:

	2023	2022
Note payable with the USDA requiring 360 monthly installments of $1,664, including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	$ 64,236	$ 80,546
Note payable with a bank requiring 120 monthly installments of $2,936, including interest at 4% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2031.	236,057	261,160
Bond payable with a bank requiring monthly installments of $14,485, including interest of 2.75% plus the bank's internal cost of funds multiplied by 67% with an indicative rate of 3.28%. Secured by first commercial real estate mortgage on various properties and assignments of rents at various properties. Final installment due August 2040.	2,276,888	2,377,169
Cornerstone Housing North, Inc. capital advance due to the U.S. Department of Housing and Urban Development. This capital advance is not subject to interest or principal amortization and will be forgiven after 40 years, or in August 2047.	1,617,600	1,617,600
Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principal amortization. Payments are deferred for 40 years; final payment due in August 2047.	250,000	250,000
Total long term debt before unamortized debt issuance costs	4,444,781	4,586,475
Unamortized debt issuance costs	(8,270)	(9,157)
Total long term debt	4,436,511	4,577,318
Less current portion due within one year	(139,961)	(134,452)
	$ 4,296,550	$ 4,442,866

The scheduled maturities of long-term debt as of June 30, 2023 were as follows:

Years ending June 30	Amount
2024	$ 139,961
2025	145,697
2026	151,677
2027	148,113
2028	143,453
Thereafter	3,715,880
	$ 4,444,781

As described at **Note 3**, the Organization is required to maintain a reserve account with a bank for the first two notes payable listed above.

NOTE 9. DEMAND NOTE PAYABLE

The Organization has available a $750,000 line of credit with its primary financial institution which is secured by real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest for the years ended June 30, 2023 and 2022 at 9.25% and 5.75% per annum, respectively. There was no balance outstanding at June 30, 2023 and 2022. The line is subject to renewal each January.

NOTE 10. OPERATING LEASES

On July 1, 2022, the Organization was required to adopt ASU 2016-02, *Leases (Topic 842)*. As part of implementing ASU 2016-02, the Organization evaluated current contracts to determine which met the criteria of a lease. The right of use (ROU) asset represents the Organization's right to use underlying assets for the lease term, and the lease liabilities represent the Organization's obligation to make lease payments arising from these leases. The ROU assets and lease liabilities, all of which arise from operating leases, were calculated based on the present value of future lease payments over the lease terms. The Organization has elected to discount future cash flows at the risk-free borrowing rates commensurate with the lease terms, which was 3.01% at June 30, 2023. Common expenses, classified as space costs in the accompanying financial statements, are considered a non-lease component under FASB ASC 842 and are recognized as costs are incurred. The Organization's operating leases are described below.

The Organization has entered into numerous lease commitments for space and office equipment. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month-to-month basis. For the years ended June 30, 2023 and 2022, the annual rent expense for leased facilities and office equipment totaled $147,801 and $141,820, respectively.

Lease liability maturities as of June 30, 2023 are as follows:

Year Ending June 30:	Amount
2024	$ 91,317
2025	59,685
2026	52,460
2027	11,372
2028	3,543
Total undiscounted lease liability	218,377
Less imputed interest	(9,520)
Total lease liability	$ 208,857

NOTE 11. IN-KIND CONTRIBUTIONS

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, Transportation and Elder programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions.

The fair value of donated services included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2023 are as follows:

	Head Start	Senior Meals	Total
Professional services and services for disabled	$ 76,770	$ -	$ 76,770
Packing, setup and delivery of congregate and home delivered meals	-	102,077	102,077
	$ 76,770	$ 102,077	$ 178,847

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

The fair value of donated services included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2022 are as follows:

	Head Start	Senior Meals	Total
Professional services and services for disabled	$ 2,479	$ -	$ 2,479
Packing, setup and delivery of congregate and home delivered meals	-	55,359	55,359
	$ 2,479	$ 55,359	$ 57,838

Numerous volunteers have donated significant amounts of time to the Organization's program services. Although no amounts have been reflected in the consolidated financial statements, management estimates the fair value of those services to be approximately $367,930 and $277,300 for the years ended June 30, 2023 and 2022, respectively.

The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and Elder programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

The fair value of donated facilities included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2023 are as follows:

	Head Start	Senior Meals	Total
Difference between rent paid and market rate	$ 69,097	$ 4,100	$ 73,197

The fair value of donated facilities included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2022 are as follows:

	Head Start	Senior Meals	Total
Difference between rent paid and market rate	$ 58,230	$ 1,800	$ 60,030

The fair value of other gifts in kind included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2023 are as follows:

	Head Start	Homeless	Transportation	Total
Employee use of home	$ 73,495	$ -	$ -	$ 73,495
Donated goods	-	-	24,948	24,948
Hotel rooms for homeless clients	-	128,764		128,764
Total	$ 73,495	$ 128,764	$ 24,948	$ 227,207

The fair value of other gifts in kind included as contributions in the consolidated financial statements and the corresponding program expenses for the year ended June 30, 2022 are as follows:

	Head Start	Homeless	Total
Employee use of home	$ 56,789	$ -	$ 56,789
Donated goods	-	1,400	1,400
Hotel rooms for homeless clients	-	52,284	52,284
Total	$ 56,789	$ 53,684	$ 110,473

NOTE 12. CONCENTRATION OF RISK

The Organization receives a majority of its support from federal and state governments. For the years ended June 30, 2023 and 2022, approximately $39,361,299 (89%) and $32,598,596 (88%), respectively, of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant impact on the Organization's programs and activities.

Cornerstone receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the years ended June 30, 2023 and 2022, approximately 61% and 64%, respectively, of Cornerstone's total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone's assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, Cornerstone operates in a regulated environment. The operation of Cornerstone is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.

NOTE 13. NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are available for the following specific program services as of June 30, 2023 and 2022:

	2023	2022
Temporary municipal funding	$ 192,212	$ 169,196
Restricted buildings	36,257	38,084
Loans – HSGP	23,484	24,234
RSVP program funds	15,708	6,255
FAP/EAP	14,092	12,079
CC Coos	5,099	6,132
Head Start	3,577	2,370
CC Carroll	180	427
CC Grafton	180	421
LIWAP Program	6	-
RSVP – Matter to Balance	-	500
Total net assets with donor restrictions	$ 290,795	$ 259,698

NOTE 14. COMMITMENTS AND CONTINGENCIES

Grant Compliance

The Organization receives funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

Environmental Contingencies

On March 30, 2009, the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company.

The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment, provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

Loss Contingencies

During the year ended June 30, 2023 and subsequently, legal actions were brought against the Organization. Due to the uncertainty of the outcome of such cases as of June 30, 2023, as well as the uncertainty of the Organization's potential liability, no amount has been accrued by the Organization at this time.

NOTE 15. REPLACEMENT RESERVE AND RESIDUAL RECEIPTS ACCOUNTS

Under Cornerstone's regulatory agreement with HUD, the Organization is required to set aside amounts into a replacement reserve for the replacement of property and other project expenditures approved by HUD. HUD-restricted deposits of $207,956 and $208,162 were held in a segregated account at June 30, 2023 and 2022, respectively.

During the year ended June 30, 2023, HUD approved a loan from the replacement reserve account to the operating account to cover operating expenses due to the delay in HAP vouchers being processed by HUD. Once all HAP vouchers are processed and paid, Cornerstone will pay back the replacement reserve account the loan balance of $26,649. HUD-restricted deposits generally are not available for operating purposes.

Cornerstone's use of the residual receipts account is contingent upon HUD's prior written approval. Residual receipts of $6,454 and $3,003 were held in a segregated account for the years ended June 30, 2023 and 2022, respectively.

Under the regulatory agreement, Cornerstone is required to set aside amounts for the return of resident paid deposits. At June 30, 2023 and 2022 $4,391 and $4,390, respectively, were held in a segregated account and generally are not available for operating purposes.

HUD has initiated policies to recapture funds built up in residual receipts accounts upon renewal of Cornerstone's project rental assistance contract. The policies direct that the amounts in excess of certain limits in the residual receipts account be (a) used to offset rent subsidies due from HUD under HAP contracts, or (b) remitted directly to HUD. The policies generally require project owners to limit the monies accumulated in the residual receipts account to $250 per unit.

In accordance with the policy noted above, Cornerstone was required to remit funds to HUD totaling $71,396 during the year ended June 30, 2022.

NOTE 16. SUBSEQUENT EVENTS

The Organization has evaluated events through November 13, 2023, which is the date that the financial statements were available to be issued.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2023

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Health and Human Services				
HEAD START CLUSTER				
Head Start	93.600		01CH011936-02-03	$ 1,648,864
Head Start	93.600		01CH011936-02-00	34,546
Head Start	93.600		01CH011936-01-04	1,197,945
CRSSA-Head Start	93.600		01HE001251-01-01	6,669
ARPA-Head Start	93.600		01HE001251-01-01	156,900
			CLUSTER TOTAL	3,044,724
Low Income Household Water Assistance Program	93.499	State of New Hampshire Office of Energy and Planning	2101NHLWC5/6	148,661
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	2201NHLIEI	1,742,864
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	2301NHLIEA/2301NHLIEE	8,698,322
ARPA-Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	LIHEAPARP22	114,236
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-2001NHLIEA	224,125
ARPA-Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-2001NHLIEA	89,629
			TOTAL	10,869,176
AGING CLUSTER				
Special Programs for the Aging-Title III, Part B - Grants for Supportive Services and Seniors Centers (SEAS)	93.044	State of New Hampshire Office of Energy and Planning	2101NH0ASS	3,979
Special Programs for the Aging-Title III, Part B - Grants for Supportive Services and Seniors Centers (Sr. Wheels)	93.044	State of New Hampshire Department of Health and Human Services	512-500362	54,950
Special Programs for the Aging-Title III, Part B - Grants for Supportive Services and Seniors Centers (Sr. Wheels)	93.044	State of New Hampshire Department of Health and Human Services		52,701
			TOTAL	111,630
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate & HD Meals)	93.045	State of New Hampshire Department of Health and Human Services	RFA-2023-BEAS-04-BEASN-09	287,060
ARPA - Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate & HD Meals)	93.045	State of New Hampshire Department of Health and Human Services	RFA-2023-BEAS-04-BEASN-09	134,975
			TOTAL	422,035
Nutrition Services Incentive Program (NSIP)	93.053	State of New Hampshire Department of Health and Human Services	None	89,764
			CLUSTER TOTAL	623,429
Community Services Block Grant	93.569	State of New Hampshire Department of Health and Human Services	102-500731	535,232
CV - Community Services Block Grant	93.569	State of New Hampshire Department of Health and Human Services	102-500731	192,741
			TOTAL	727,973
Temporary Assistance for Needy Families (JARC)	93.558	State of New Hampshire Department of Health and Human Services	1802NHTANF	24,800
Activities to Support STLT Health Department Response to Public Health or Healthcare Crises	93.391	State of New Hampshire Department of Health and Human Services	NH75OT000031	232,354
Social Services Block Grant (Title XX I&R)	93.667	State of New Hampshire Department of Health and Human Services	074-500589/545-500387	88,386
Social Services Block Grant (Title XX HD)	93.667	State of New Hampshire Department of Health and Human Services	RFA-2023-BEAS-04-BEASN-09	123,854
Social Services Block Grant (Guardianship)	93.667	State of New Hampshire Department of Health and Human Services	102-500731	27,196
			TOTAL	239,436
NH Family Caregiver Support Title III E (Family Caregiver)	93.052	State of New Hampshire Department of Health and Human Services	570-500928	28,766
State Health Insurance Assistance Program (SHIP)	93.324	State of New Hampshire Department of Health and Human Services	074-500589/545-500387	8,834
Centers for Medicare & Medicaid Services (MIPPA)	93.071	State of New Hampshire Department of Health and Human Services	074-500589/545-500387	5,787
Special Programs for the Aging Title IV and Title II (SMPP)	93.048	State of New Hampshire Department of Health and Human Services	074-500589/545-500387	9,379
Projects for Assistance in Transition from Homelessness Program (PATH)	93.150	State of New Hampshire Office of Human Services, Bureau of Homeless and Housing Services	05-95-42-423010-7926	53,606
Total U.S. Department of Health and Human Services				$ 16,012,925

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2023

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Energy				
Weatherization Assistance for Low-Income Persons	81.042	New Hampshire Department of Energy	DE-EE0009916	$ 343,790
Weatherization Assistance for Low-Income Persons	81.042	New Hampshire Department of Energy	DE-EE00100001	339,286
Total U.S. Department of Energy				$ 683,076
U.S. Corporation for National and Community Service				
Retired and Senior Volunteer Program	94.002		22SRFNH001	$ 70,072
Total U.S. Corporation for National and Community Service				$ 70,072
U.S. Department of Agriculture				
Child and Adult Care Food Program	10.558	State of New Hampshire Department of Education		$ 142,116
Total U.S. Department of Agriculture				$ 142,116
U.S. Department of Transportation				
Formula Grants for Rural Areas (Section 5311)	20.509	State of New Hampshire Department of Transportation	NH-18-X046	$ 307,594
TRANSIT SERVICES PROGRAMS CLUSTER				
Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of New Hampshire Department of Transportation	NH-18-X046	258,632
			CLUSTER TOTAL	258,632
Total U.S. Department of Transportation				$ 566,226
U.S. Department of Housing and Urban Development				
Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services		$ 86,435
Emergency Solutions Grant Program (EPS)	14.231	State of New Hampshire Department of Health and Human Services		283,615
			TOTAL	370,050
Continuum of Care Program (HOIP) - PSHI	14.267	State of New Hampshire Department of Health and Human Services	NH0020L1T001811	173,775
Continuum of Care Program (HOIP) - Coordinated Entry	14.267	State of New Hampshire Department of Health and Human Services	SS-2019-BHHS-01-Coord-05	112,834
Continuum of Care Program (HOIP) - PSHII	14.267	State of New Hampshire Department of Health and Human Services	NH0120T1T001900	37,767
Continuum of Care Program (HOIP) - Youth Navigator	14.267	State of New Hampshire Department of Health and Human Services	NH0143Y1T002000	1,016
Continuum of Care Program (HOIP) - Youth Transitional Living	14.267	State of New Hampshire Department of Health and Human Services	NH0147Y1T002000	998
			TOTAL	326,410
Total U.S Department of Housing and Urban Development				$ 696,460

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2023

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of the Treasury				
Coronavirus Relief Fund	21.019	State of NH Governor's Office of Emergency Relief and Recovery Shelter Program		$ 6,885
Emergency Rental Assistance Program	21.023	NH Housing Finance Authority		14,736,457
Cold Weather Shelter	21.023	State of New Hampshire Department of Health and Human Services		105,000
			TOTAL	14,841,457
ETH	21.027	NH Housing Finance Authority		4,486,102
Total U.S. Department of the Treasury				$ 19,334,444
TOTAL EXPENDITURES OF FEDERAL AWARDS				$ 37,505,319

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE C - INDIRECT RATE

Tri-County Community Action Program Inc. has elected to not use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Tri-County Community Action Program, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States , the financial statements of Tri-County Community Action Program, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2023 and 2022, and the related statements of functional expenses, and cash flows for the years then ended, the related statement of activities for the year ended June 30, 2023, and the related notes to the financial statements, and have issued our report thereon dated November 13, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Tri-County Community Action Program, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Tri-County Community Action Program, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

North Conway, New Hampshire
November 13, 2023

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
Tri-County Community Action Program, Inc.

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Tri-County Community Action Program, Inc.'s compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program, Inc.'s major federal programs for the year ended June 30, 2023. Tri-County Community Action Program, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Tri-County Community Action Program, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Tri-County Community Action Program, Inc.'s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Tri-County Community Action Program, Inc.'s federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Tri-County Community Action Program, Inc.'s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Tri-County Community Action Program, Inc.'s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Tri-County Community Action Program, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Tri-County Community Action Program, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leone McDonnell & Roberts
Professional Association

North Conway, New Hampshire
November 13, 2023

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2023

1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.

2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.*

3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards,* were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance.*

5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.

6. No audit findings that are required to be reported in accordance with 2 CFR 200.516(a) are reported in this Schedule.

7. The programs tested as major programs included:

   U.S. Department of Housing and Urban Development, Emergency Solutions Grant Program– ALN 14.231

   U.S. Department of the Treasury, Emergency Rental Assistance Program – ALN 21.023

   U.S. Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds – ALN 21.027

8. The threshold for distinguishing Type A and B programs was $1,125,160.

9. Tri-County Community Action Program, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

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TRI-COUNTY
COMMUNITY ACTION
Serving Coös, Carroll & Grafton Counties since 1965
Helping People. Changing Lives.

Board of Directors

FY2025

Coos County	Carroll County	Grafton County
Board Chair Sandy Alonzo Business	Charles Monaghan Business	Linda Massimilla Elected Official
Interim Secretary Brian Hoffman Business	Melissa Mullen Business	Vice Chair Ruth Heintz Business-Attorney
Brian Bresnahan Low Income	Treasurer John Bolton Low Income	Jared Sullivan Elected Official

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Jeanne L. Robillard

CORE STRENGTHS

Program development, management and administration • Community collaborations
Development of policy, protocol, and service delivery to meet funder standards
Grant writing and management • Budget performance and financial reporting
Innovative solutions & problem solving • Capacity building
Professional presentations • Public speaking
Dedication • Imagination • Determination • Fortitude

PROFESSIONAL EXPERIENCE

Tri-County Community Action Programs, Inc.
Chief Executive Officer
Berlin, NH ***2018 - current FT employment***

Tri-County Community Action Programs, Inc.
Chief Operating Officer
Berlin, NH 2016 - 2018
Responsible for the operations of six agency Divisions with 15 individual programs that provide over 60 consumer services across three counties of Northern New Hampshire. Essential duties include; supervision of Division Directors, oversee and monitor program resources, revenues, expenditures and budget performance; tactical oversight of programs to meet or exceed agency defined strategic goals; develop and implement strategies to improve individual programs and overall agency program and fiscal performance; oversee and lead special projects such as the Annual Report, Strategic Plan, Community Needs Assessment process, and work with Senior Management Team to develop new service initiatives. Provide tactical guidance to Division Directors to trouble shoot issues and problems in the daily operations of programs.

Tri-County Community Action Programs, Inc.
Division Director: TCCAP Prevention Services
Berlin, NH 2015- 2016
Responsible for four agency programs under the umbrella of TCCAP Prevention Services; oversee division resources, revenues, and expenditures and monitor budget performance; general oversight of programs to meet or exceed agency defined strategic goals; supervise program directors; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and agency; develop fundraising and marketing strategies for programs; represent program through participation in state and local initiatives relative to program/division goals and service delivery; collaborate with stakeholders and elected officials, including presenting legislative testimony.

Tri-County Community Action Programs, Inc.
Program/Division Director: Support Center at Burch House
Littleton, New Hampshire 2007- 2015
Oversee daily operation and supervision of domestic and sexual violence crisis center and residential shelter; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and parent agency; oversee program resources, revenues and expenditures, and monitor budget performance and progress toward strategic goals; create and direct victim advocacy programs to ensure compliance with grant deliverables and applicable state and federal law; develop fundraising and marketing strategies; participate in state and local collaborations to enhance victim services; represent program in state and federal victim service initiatives, including presentation of legislative testimony; create and present trainings for medical and legal professionals on legal standards and best practices for victim services.

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Bookkeeper: Women's Rural Entrepreneurial Network (WREN)
Bethlehem, NH current PT employment
Responsible for grant fiscal tracking, reporting, funds release and account transfers, bi-weekly payroll and 941 payments, accounts payable and receivable, month end reconciliations for bank accounts, credit cards, petty cash, retail and market sales; monthly POS/QB reconciliation for three retail locations, preparing monthly cash flow, forecasts, and standard fiscal reports for Board of Directors.

Tri-County Community Action Programs, Inc.
Direct Services/Volunteer Coordinator: Support Center at Burch House
Littleton, New Hampshire 1997 to 2007
Provide advocacy and direct service to victims of domestic and sexual violence; supervise court advocacy programs; recruit, train and supervise staff, volunteers, and interns; develop agency systems, policies and protocols; create and present community outreach presentations and campaigns; present school-based violence prevention classes for grades K-12 ; provide on-call coverage of crisis line

Director: Haverhill Area Juvenile Diversion Program
Woodsville, New Hampshire 1999-2001
Recruit, train, and supervise volunteer diversion committees; establish community programming for diverted youth; supportive counseling of youth; maintain collaborative relationships between the court system, juvenile service officers, local police departments, and diversion program; prepare and file court reports on diverted youth; community outreach and education

Counselor/Title I Teacher: Northern Family Institute-Jefferson Shelter
Jefferson, New Hampshire 1996-1999
Provide individual supportive counseling to adjudicated youth, facilitate peer support groups, develop and implement treatment plans and case management services to clients, supervise and tutor youth in classroom setting, supervise youth in daily living skills

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Education

BS in Human Services, Springfield College School of Human Services, Boston, MA
Criminal Justice Concentration, *Graduated with 4.0 GPA*

AS in Drug and Alcohol Rehabilitation Counseling (DARC Program)
Southern Connecticut Community College, New Haven, CT

Additional Skills, Professional Leadership and Civic Affiliations

- Chairman, Bethlehem Board of Selectmen, Town of Bethlehem Twice Elected *2006-2010*
- Chairman, Arts Alliance of Northern New Hampshire *2000-2003, Treasurer 1996-1998*
- Chairman, Haverhill Area Family Violence Council *1998-2003*
- Certified PRIME FOR LIFE Impaired Driver Intervention Program Instructor #NH16199
- Registered Sexual Harassment Prevention Trainer in the State of New Hampshire
- Board Member, Women's Rural Entrepreneurial Network *2014; Individual Member 2008-2017*
- Bethlehem Planning Board *2010 - 2015*
- Bethlehem Conservation Commission *2006 - current*
- Granite United Way, North Country Cabinet Member *2011-2012*
- TCCAP: Commendation- Division Director Award, *2011*
- Bethlehem Citizen's Advisory Committee on Recycling *2007-2010*
- Licensed Foster Parent, State of NH *2000-2006*
- Small Business Owner : Aurora Energies *2015- current*
- Speakeasy Trio Jazz Vocalist/ Sweet Jamm Swing Band Jazz Vocalist *1997- current*
- Member, United States Figure Skating Association/International Skating Institute *current since 1993*

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RANDALL S. PILOTTE

SUMMARY

Accounting professional with over 29 years of experience, of which 21 years were with a single private manufacturer. 16 years of experience managing accounting professionals. Key competencies include:

Financial Statements	Accounts Payables	Inventory	Fixed Assets
Payroll	Bank Reconciliations	Accounts Receivables	Sales/Use Tax
Budgeting	Cash Flow Management	Audits	Forecasting

EXPERIENCE

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH — 06/2013-Present

CFO (2017 – Present)
Work closely with the CEO, Treasurer and Finance Committee to identify performance goals for the Agency and to maintain systems to monitor performance against those goals. Plan, direct, coordinate, implement and evaluate the financial management systems and activities of the Agency with a budget of $18M.

- Prepare/provides complete and accurate financial, statistical, and accounting records for the Agency and outside regulatory agencies.
- As a member of the senior management team, assists in the formulation and execution of corporate finance policies, objectives and programs.
- Prepares program and agency budgets in conjunction with the CEO and Program Directors. Plan, direct, coordinate, implement and evaluate fiscal performance reviews of Tri-County CAPs divisions.
- Hire, train, direct and evaluate employee performance within the department; recommend promotions and salary adjustments.
- Provides supervision and direction for the Facilities Management Team, ensuring that all mortgages, leases and covenants are maintained for Tri-County CAP's facilities. Creation of five-year capital plan.
- Reviews cash flows for each division, monitor cash management practices, and monitor investments associated with each property.
- Prepared five-year debt reduction plan.

Fiscal Director/Interim CFO (2016 – 2017)

- Direct and manage a fiscal staff of 5 and processes associated with the general ledger, payroll, and accounts payable, accounts receivable, cash receipts and fixed assets.
- Prepare and supervise the production of financial statements including Balance Sheet, Revenue and Expense Reports, and Cost Summaries on a monthly and annual basis.
- Maintain proper accounting controls on grants and contributions to ensure accurate revenue reporting and expense tracking to support periodic monitoring's by funders and auditors.
- Ensure all balance sheet, revenue and expense accounts are analyzed and reconciled periodically.
- Collaborate with Division Directors to monitor departmental revenue and expenses versus budget.
- Worked with the CFO to develop real time monthly and annual financial reporting; and implementing departmental goals.
- Prepare audit schedules for external auditors.
- Collaborate with external auditors in completing annual audit in a timely manner

Accounting Manager (2015-2016)

Sr. Accountant (2013-2014)
RANDALL PILOTTE RESUME:

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KENT NUTRITION GROUP, INC. (f/k/a Blue Seal Feeds, Inc.), Londonderry, NH 03/1989-09/2010

Assistant Controller (2005-2010)

- Ensured an accurate and timely monthly and year end close, consisting of the preparation of a consolidated and individual financial statement in accordance with GAAP for nine manufacturing plants and 11 retail stores with gross revenues in excess of $200M. Additional responsibilities included preparing journal entries, account analysis, inventory review and observation, fixed assets, and depreciation.
- Managed, trained, and supervised a staff accountant responsible for ensuring accurate journal entries, inventory reconciliation, tonnage tax returns, bank reconciliations, and assignment of special projects.
- Oversaw all aspects of proprietary software, multi-state payroll system for 500 employees. Prepared all federal and state payroll tax reports, including quarterly and year-end returns, processing of W2s, and supervision of payroll clerk.
- Interfaced with 18 various banks throughout New England and Mid-Atlantic area used as depositories.
- Prepared multi-state sales/use tax returns and acted as point of contact for audits.
- Pro-actively coached and consulted plant and store management on the annual budget development process.
- Oversaw month-end accruals.
- Assisted and responded to auditors' requests on annual audit.
- Filed annual franchise and abandoned property reports with appropriate states.

Accounting Manager (1999-2005)

Supported the Corporate Controller's initiatives by providing supervision and oversight to the Accounting function. Supervised and trained two accounts payable clerks on Chart of Accounts, Accounts Payable, timely and accurate processing and payment of vendor's invoices, employee travel reimbursements, and standard accounting practices.

Accountant/Payroll Supervisor (1994-1999)

Accountant (1989-1994)

NORTHERN TELECOM, INC., Concord, NH 05/1987-03/1989

Associate Results Accountant (1988-1989)

Accounts Payable (1987-1988)

EDUCATION

Bachelor of Science, Accounting, FRANKLIN PIERCE COLLEGE, Concord, NH

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Brenda Gagne
Department Head, Economic Supports
Interim CPO
Tri County Community Action Program Inc.

Professional Summary:

Successful oversight of the day to day aspects and operations of Tri County CAP's Transit, Guardianship and Energy Assistance Programs.

Experience:

Tri County Community Action Program, Inc.
6/30/2020 - Present

Department Head, Economic Supports
6/5/2022 Interim CPO

Tri County CAP, Inc.
Tri County Transit
31 Pleasant St.
Berlin NH 03570
5/2017 – 6/30/2020

Director of Transportation

Responsibilities include;
Overseeing the operations and administrative functions of a social service transportation program serving Coos, Northern Grafton and Carroll Counties.

Tri-County CAP, Inc.
Tri County Transit
31 Pleasant St.
Berlin NH 03570
7/2004-5/2017

Operations Manager

Responsibilities include;
*Running the daily operations of a public transit and para transit service.
*Facility Management.
*Gathering statistics
*Quarterly reporting to NHDOT and BEAS.

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*Preparing quarterly invoices to BEAS and NHDOT
*Weekly employee scheduling, staff management.
*Creating procedure manuals
*Grant writing
*Budget preparation
*Writing Warrant Articles
*Drug & Alcohol Testing
*Emergency Preparedness

Mountain Village Construction
P.O. Box 96
Milan, N.H. 03588
5/1995 - 1/2004

Accounts Manager/Office Manager

Responsibilities included;
*Customer service.
*Accounting using Quick Books Pro.
*Preparing payroll and Tax Payments.
*Preparing Customer Statements and Invoices.
*Accounts Receivable and Accounts Payable.
*Creating and running Profit and Loss Reports.
*Data Entry.
*Phone communications and general secretarial duties.

Milan Parks and Recreation Dept.
P.O. Box 300
Milan, N.H. 03588
6/1997 - 3/2002

Parks and Recreation Director

Responsibilities included;

*Directed and implemented sports and recreational programs for youth and adults for the Towns of Milan, West Milan, and Dummer.
*Development of new programs and year round activities.
*Producing yearly budgets.
*Equipment and materials purchasing.
*Organizing and supervising a large Volunteer staff.
*Working with the public to create new programs.
*Coordinating with the Milan Village School on athletic and after school programs.
*Applying for Federal and State Grants.

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Education:

Graduate Gorham High School
Gorham NH

Granite State College
Emergency Management

Southern New Hampshire University
Bachelor of Business Administration

NHDOT Courses
Fundamentals of Successful Project Management, MTAP/RTAP Financial Management Course
Basics of Facilities Management Seminar (Facility Maintenance Plan), Transit Security Workshop
FTA Drug & Alcohol Workshop, Emergency Planning and Disaster Management, NH Conference on Statewide Emergency Preparedness, Procurement for Small and Medium Transit Systems.

Certified Training and Safety Reviewer
Community Transportation Association of America
June 2009

Certified Safety and Security Officer
Community Transportation Association of America
10/2010

Tri State Transit Conference
9/2007, 10/2008, 10/2010, 9/2011, 9/2013, 9/2014, 9/2016, 9/2017

Grant Writing Workshop
New Hampshire Community Technical College
Berlin NH 10/2005

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SARAH WIGHT



EXPERIENCE

April 2021 – Present
Department Head Housing Stability, TRI-COUNTY COMMUNITY ACTION

2019 – April 2021
PROGRAM DIRECTOR (DIVISION DIRECTOR) ENERGY ASSISTANCE SERVICES, TRI-COUNTY COMMUNITY ACTION

- Ensure the Energy Assistance Program's contracts and Federal guidelines are followed by all employee's within the program
- Create and Track Budgets for the program, staying within the programs contracted amount
- Attend monthly/quarterly meetings with the Office of Strategic Initiatives and Neighbor Helping Neighbor
- Update Department Head of any changes or issues that arise

FEBRUARY 2014 – 2019
ENERGY ASSISTANCE PROGRAM MANAGER, TRI-COUNTY COMMUNITY ACTION

- Supervise the processing of the Fuel and Electric Applications
- Oversee staff members of the Energy Assistance Services Program
- Interview and hire staff.
- Work with Office Coordinators with disciplinary actions and/or plans
- Have a professional relationship with outside agencies, town offices and state programs
- Submit weekly and monthly reimbursement request

AUGUST 2010 – FEBRUARY 2019
CERTIFIER, TRI-COUNTY COMMUNITY ACTION

- Verify that submitted Fuel and Electric Applications are processed correctly and all required information is included
- Ensure the State Manual is known and followed when processing applications
- Have a professional relationship with vendors and landlords with mutual clients
- Make referrals to other programs or agencies that can assist clients further

AUGUST 2009 – August 2010
FRONT DESK/DATA ENTRY, ANDROSCOGGIN VALLEY HOSPITAL

- Answer telephone and in person questions
- Enter daily charges and payments
- Update spreadsheets with Medicare and Medicaid payments
- Process refunds

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Erik Becker

[redacted]

Education:

Springfield College, Springfield, MA

Bachelor of Science in Human Services — August 2021

Groveton High School, Groveton NH

Diploma — June 2008

Work Experience:

Tri County Community Action Program, Lancaster NH
Shelter Services Program Director — June 2022 – Present

- Oversight of 2 Emergency Homeless Shelters
- Oversight of USDA Emergency Food Program (TEFAP)
- Oversight of Coordinated Entry and Youth Grants
- Seeking and maintaining funding for Shelter Services
- Community and stakeholder engagement
- Maintaining positive relationship with funders

Tri County Community Action Program, Lancaster NH
Program Manager — March 2021 – June 2022

- Maintaining shelter records
- Coordinating Client Entry and Exit
- Facilitating Client Case Management
- Directing Shelter Operations
- Driving Community Collaboration
- Supervising Coordinated Entry Staff

Tri County Community Action Program- Coos County NH
Homeless Intervention and Prevention Specialist — July 2020 to February 2021

- Performing Homeless street outreach
- Facilitating Action Planning and Goal Setting
- Identifying and working through/around client barriers
- Assisting clients in accessing shelter and resources

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TRI-County Community Action Program: Lancaster NH

Direct Client Service Coordinator February 2019- July 2020.

- Supporting Shelter guests in accessing resources and services
- Coordinating on site shelter client case management
- Identifying and working through/around client barriers

Groveton High School, Groveton, NH

Student Assistance Program Coordinator August 2016-July 2020

- Supporting/ Engaging Students
- Implementing intervention and prevention strategies
- Coordinating with the public health network and school administration.
- Teaching Prevention Ed. Curriculum

North Country Health Consortium, Littleton, NH

Program Coordinator July 2017- July 2018

Developed and implemented a program targeted to the young adult 18-25 population: specifically, the workforce via employers.

Awards:

Congressional Record

- Awarded in the United States Senate on September 1st, 2019 for work with vulnerable New Hampshire Populations including youth and homeless.

Community Involvement:

Leading Community Discussions on Substance Use Disorders and Recovery 2015-Present

Board Chair : North Country Serenity Center: Peer Recovery Support Center 2020-2021

Youth Leadership Through Adventure Advisor 2017-2020

Up Granite Youth Conference Collaborator and Sponsor 2017-Present

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Cold Weather Shelter

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Tri-County Community Action Program, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Jeanne Robillard	Chief Executive Officer	$0.00	$132,000.00
Randall Pilotte	Chief Financial Officer	$0.00	$96,239.78
Brenda Gagne	Chief Program Officer	$0.00	$84,159.92
Sarah Wight	Department Head	$5,400.00	$62,000.00
Erik Becker	Program Director	$5,400.00	$52,000.00

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ARC

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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.dhhs.nh.gov

May 15, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the Contractors listed below for the continued provision of services to assist with the operation of cold weather solutions for individuals and families experiencing homelessness, by exercising contract renewal options by increasing the total price limitation by $920,000 from $920,000 to $1,840,000 and extending the completion dates from June 30, 2024 to June 30, 2025, effective July 1, 2024 upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on September 20, 2023, item #47.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
County of Merrimack	177435-B001	Merrimack County	$115,000	$165,000	$280,000
County of Strafford	177478-B001	Strafford County	$55,000	$100,000	$155,000
Nashua Soup Kitchen and Shelter, Inc.	174173-P001	Hillsborough County	$275,000	$220,000	$495,000
Southwestern Community Services, Inc.	177511-B001	Cheshire and Sullivan Counties	$140,000	$120,000	$260,000
The Lakes Region Mental Health Center, Inc.	154480-B001	Belknap County	$80,000	$95,000	$175,000
Tri-County Community Action Program, Inc.	177195-B001	Coos and Grafton Counties	$140,000	$120,000	$260,000
Way Station	339623-R001	Carroll County	$115,000	$100,000	$215,000
		Total:	**$920,000**	**$920,000**	**$1,840,000**

Funds are available in the following accounts for State Fiscal Year 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

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EXPLANATION

The purpose of this request is for the continued provision of services to assist with the operation of cold weather solutions for individuals and families experiencing homelessness and to continue assisting with the mitigation of negative outcomes of homelessness during the upcoming winter seasons. The attached amendments are in support of the Department's continued adherence to House Bill (HB) 2, Section 584 (2023) with funds continuing to be awarded to one provider in each county based on 50 percent distributed evenly across each county and 50 percent based on the most recent preliminary Point In Time count of those experiencing homelessness in the county. The preliminary Point In Time count for 2024, which occurred on January 24, 2024, was used to calculate the funding allocations. The Department is presenting a complementary sole source amendment to an existing agreement with a provider in Rockingham County to ensure continued statewide access.

Approximately 1,500 individuals who are experiencing homelessness, who are in need of appropriate shelter during the winter and cold weather months, will be served during State Fiscal Year 2025.

The Contractors will continue to provide access to emergency shelter and related services specifically providing safety in cold weather to individuals and families who are unable to access year-round emergency shelter services. The Contractors will continue engagement with all municipalities and related service providers for their county. Contractors will continuously offer a variety of low-barrier solutions reflective of the needs of the county, such as shelters, hotel stays, warming centers, coordination of referrals to related services and transportation to shelter solutions.

The Department will continue to monitor services by engaging in monthly meetings with the Contractors and reviewing the monthly reports provided by the Contractors.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the original agreements, the parties have the option to extend the agreements for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the three (3) years available.

Should the Governor and Council not authorize this request, there will be a gap in emergency cold weather services throughout the upcoming winter months; leaving individuals experiencing unsheltered homelessness without the fatality preventions provided by this critical safety net service.

Area served: Statewide.

Respectfully submitted,

Lori A. Weaver
Commissioner

05-95-42-423010-63850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIVISION, HOMELESS AND HOUSING, HOMELESS & HOUSING SHELTER FD

100% General Funds

Fiscal Detail Sheet
RFA-2024-DBH-03-COLDW-01-07-A01

County of Merrimack — Vendor # 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$115,000	$0	$115,000
2025	102/500731	Contracts for Program Services	42307021	$0	$165,000	$165,000
		Sub Total		$115,000	$165,000	$280,000

County of Strafford — Vendor # 177478 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$55,000	$0	$55,000
2025	102/500731	Contracts for Program Services	42307021	$0	$100,000	$100,000
		Sub Total		$55,000	$100,000	$155,000

The Lakes Region Mental Health Center, Inc. — Vendor # 154480 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$80,000	$0	$80,000
2025	102/500731	Contracts for Program Services	42307021	$0	$95,000	$95,000
		Sub Total		$80,000	$95,000	$175,000

Nashua Soup Kitchen and Shelter, Inc. — Vendor # 174173 - P001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$275,000	$0	$275,000
2025	102/500731	Contracts for Program Services	42307021	$0	$220,000	$220,000
		Sub Total		$275,000	$220,000	$495,000

Southwestern Community Services, Inc. — Vendor # 177511 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$140,000	$0	$140,000
2025	102/500731	Contracts for Program Services	42307021	$0	$120,000	$120,000
		Sub Total		$140,000	$120,000	$260,000

Tri-County Community Action Program, Inc. — Vendor # 177195 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$140,000	$0	$140,000
2025	102/500731	Contracts for Program Services	42307021	$0	$120,000	$120,000
		Sub Total		$140,000	$120,000	$260,000

Way Station — Vendor # 339623 - R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$115,000	$0	$115,000
2025	102/500731	Contracts for Program Services	42307021	$0	$100,000	$100,000
		Sub Total		$115,000	$100,000	$215,000

Total	$920,000	$920,000	$1,840,000

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Cold Weather Shelter Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Tri-County Community Action Program, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item #47), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $260,000

3. Modify Exhibit C, Payment Terms, Section 3, to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget, Amendment #1.

4. Add Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/15/2024
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Tri-County Community Action Program, Inc.

5/15/2024
Date

DocuSigned by:
Jeanne Robillard
Name: Jeanne Robillard
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/15/2024
Date

DocuSigned by:
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: *Tri-County Community Action Program, Inc.*

Budget Request for: *Cold Weather Shelter Program*

Budget Period *SFY 2025 (7/1/24 - 6/30/25)*

Indirect Cost Rate (if applicable) 3.46%

Line Item	Program Cost - Coos County	Program Cost - Grafton County
1. Salary & Wages	$3,400	$3,400
2. Fringe Benefits	$1,040	$1,040
3. Consultants		
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*		
5.(a) Supplies - Educational		
5.(b) Supplies - Lab		
5.(c) Supplies - Pharmacy		
5.(d) Supplies - Medical		
5.(e) Supplies Office	$100	$100
6. Travel	$250	$250
7. Software		
8. (a) Other - Marketing/Communications	$250	$250
8. (b) Other - Education and Training		
8. (c) Other - Other (specify below)		
Direct Client Services	$40,000	$50,000
Cold Weather Gear and Supplies	$5,000	$5,000
Administrative / Operations Support	$3,010	$3,010
Other (please specify)		
9. Subrecipient Contracts		
Total Direct Costs	$53,050	$63,050
Total Indirect Costs	$1,950	$1,950
TOTAL	**$55,000**	**$65,000**
COMBINED TOTAL		**$120,000**

Contractor Initials: JK

Date: 5/15/2024

Docusign Envelope ID: EA2A6895-FEC7-4EB3-B8C1-C95B8B216317

ARC

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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.dhhs.nh.gov

August 21, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed $920,000 for the provision of services to assist with the operation of cold weather solutions for individuals and families experiencing homelessness, with the option to renew for up to three (3) additional years, effective October 1, 2023, upon Governor and Council approval, through June 30, 2024. 100% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
County of Merrimack	177435-B001	Merrimack County	$115,000
County of Strafford	177478-B001	Strafford County	$55,000
Nashua Soup Kitchen and Shelter, Inc.	174173-P001	Hillsborough County	$275,000
Southwestern Community Services, Inc.	177511-B001	Cheshire and Sullivan Counties	$140,000
The Lakes Region Mental Health Center, Inc.	154480-B001	Belknap County	$80,000
Tri-County Community Action Program, Inc.	177185-B001	Coos and Grafton Counties	$140,000
Way Station	339623-R001	Carroll County	$115,000
		Total:	**$920,000**

Funds are available in the following accounts for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

Docusign Envelope ID: EA2A6895-FEC7-4EB3-B8C1-C95B8B216317

EXPLANATION

The purpose of this request is for the Contractors to assist with the operation of cold weather solutions for individuals and families experiencing homelessness and to assist with the mitigation of negative outcomes of homelessness this upcoming winter. Pursuant to House Bill (HB) 2, Section 564 (2023), funds were made available to each county in the state. Award amounts were determined by the language in HB 2: "The department shall distribute $1,000,000 to one provider in each county based on 50 percent to be distributed evenly across each county and 50 percent based on the most recent preliminary point-in-time count of those experiencing homelessness in the county." The Department is presenting a complementary sole source agreement with a provider in Rockingham County to ensure statewide access.

Approximately 333 individuals who are experiencing homelessness, who are in need of appropriate shelter during the winter and cold weather months will be served during State Fiscal Year 2024.

The Contractors will provide access to emergency shelter and related services specifically to provide safety in cold weather to individuals and families who are unable to access year-round emergency shelter services. The Contractors will engage with all municipalities and related service providers for their county. They will offer a variety of low-barrier solutions reflective of the needs of the county, such as shelters, hotel stays, warming centers, coordination of referrals to related services and transportation to shelter solutions.

The Department will monitor services by engaging in monthly meetings with the Contractors and reviewing the monthly reports provided by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from June 29, 2023 through July 24, 2023. The Department received 11 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the attached agreements, the parties have the option to extend the agreements for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, there will be a gap in emergency cold weather services throughout the upcoming winter months, leaving individuals experiencing unsheltered homelessness without the fatality preventions provided by this critical safety net service.

Respectfully submitted,

Lori A. Weaver
Commissioner

Docusign Envelope ID: EA2A6895-FEC7-4EB3-B8C1-C95B8B216317

05-95-42-423010-63850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIVISION, HOMELESS AND HOUSING, HOMELESS & HOUSING SHELTER FD
100% General Funds

County of Merrimack — Vendor # 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$0	$115,000	$115,000
		Sub Total		$0	$115,000	$115,000

County of Strafford — Vendor # 177478 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$0	$55,000	$55,000
		Sub Total		$0	$55,000	$55,000

The Lakes Region Mental Health Center, Inc. — Vendor # 154480 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$0	$80,000	$80,000
		Sub Total		$0	$80,000	$80,000

Nashua Soup Kitchen and Shelter, Inc. — Vendor # 174173 - P001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$0	$275,000	$275,000
		Sub Total		$0	$275,000	$275,000

Southwestern Community Services, Inc. — Vendor # 177511 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$0	$140,000	$140,000
		Sub Total		$0	$140,000	$140,000

Tri-County Community Action Program, Inc. — Vendor # 177195 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$0	$140,000	$140,000
		Sub Total		$0	$140,000	$140,000

Way Station — Vendor # 339623 - R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$0	$115,000	$115,000
		Sub Total		$0	$115,000	$115,000

Total	$0	$920,000	$920,000

Docusign Envelope ID: EA2A6895-FEC7-4EB3-B8C1-C95B8B216317

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2024-DBH-03-COLDW

Project Title Cold Weather Shelter Program

	Maximum Points Available	Community Action Partnership of Strafford County (Strafford)	County of Merrimack (Merrimack)	Lakes Region Mental Health Center, Inc (Belknap)	Nashua Soup Kitchen and Shelter (Hillsborough)	Southwestern Community Services, Inc (Cheshire)	Southwestern Community Services, Inc (Sullivan)	Strafford County (Strafford)
Technical								
Capacity (Q1)	20	18	15	15	20	17	17	20
Collaboration (Q2)	40	40	30	33	35	30	30	40
Experience (Q3)	20	20	15	14	15	16	15	20
Knowledge (Q4)	20	18	14	20	17	18	16	20
TOTAL POINTS	100	96	74	82	87	81	78	100
TOTAL PROPOSED VENDOR COST		*Not Applicable - No Cost Proposal for RFA*						

	Reviewer Name	Title
1	Travis Newton	Homeless Outreach Service Coordinator
2	Robert Waters	Shelter Administrator
3	Carole Totzkay, MS, CHES	Public Health Preparedness Planner
4	Jessica Dow	Business Administrator II

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2024-DBH-03-COLDW

Project Title Cold Weather Shelter Program

	Maximum Points Available	Tri County CAP (Carroll)	Tri County CAP (Coos)	Tri County CAP (Grafton)	Way Station (Carroll)
Technical					
Capacity (Q1)	20	15	18	18	18
Collaboration (Q2)	40	28	35	35	40
Experience (Q3)	20	18	18	19	19
Knowledge (Q4)	20	18	19	19	20
TOTAL POINTS	100	79	90	91	97
TOTAL PROPOSED VENDOR COST		*Not Applicable - No Cost Proposal for RFA*			

	Reviewer Name	Title
1	Travis Newton	Homeless Outreach Service Coordinator
2	Robert Waters	Shelter Administrator
3	Carole Totzkay, MS, CHES	Public Health Preparedness Planner
4	Jessica Dow	Business Administrator II

FORM NUMBER P-37 (version 12/11/2019)

Subject: Cold Weather Shelter Program (RFA-2024-DBH-03-COLDW-06)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Tri-County Community Action Program, Inc.		1.4 Contractor Address 30 Exchange Street Berlin, NH 03570	
1.5 Contractor Phone Number 603-752-7001	1.6 Account Number 05-95-42-423010-63850000-102-500731	1.7 Completion Date 6/30/2024	1.8 Price Limitation $140,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Jeanne Robillard Date: 8/22/2023		1.12 Name and Title of Contractor Signatory Jeanne Robillard CEO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 8/22/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino		On: 8/24/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials: DS JK
Date: 8/22/2023

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials JR

Date 8/22/2023

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials JR

Date 8/22/2023

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials: JR (DS)

Date 8/22/2023

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2023 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide cold weather shelter services to individuals and families who:

Are in need of appropriate shelter in NH during winter and the cold weather months; and

1.1.1. Meet the criteria of 'Literally Homeless' as follows:

1.1.1.1. Has a primary nighttime residence that is a public or private place not meant for human habitation;

1.1.1.2. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

1.1.1.3. Is exiting an institution where they resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

1.2. The Contractor must ensure services are available in Coos and Grafton Counties.

1.3. The Contractor must provide access to emergency shelter and related services specifically to provide safety in cold weather, to those experiencing homelessness as described in Section 1.1., and who are unable to access year-round emergency shelter services. The Contractor must:

1.3.1. Ensure that community plans that include a cold weather shelter must have shelter designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep during the winter and cold weather months.

1.3.2. Ensure basic needs of each individual are met, including at a minimum, a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in RSA 126-A:26.

1.3.3. Provide a low-barrier shelter, with no pre-conditions for entry during cold weather. Terminations from shelter must only be due to safety concerns.

1.3.4. Ensure services are provided in a facility in accordance with Section 3.4. Operation of Facilities, that includes at a minimum:

1.3.4.1. Building maintenance and repair;

1.3.4.2. Security systems;

1.3.4.3. Heating equipment;

1.3.4.4. Property and business insurance;

1.3.4.5. Utilities and furnishings; and

1.3.4.6. Bathrooms.

1.4. The Contractor must evaluate and assess appropriate housing needs throughout the counties as identified in Section 1.2. If a centralized building is not accessible for the entire counties or logical given the geographic location, the Contractor must provide alternatives to a centralized shelter.

1.5. The Contractor must refer clients to the appropriate Regional Access Point for supportive services.

1.6. The Contractor must engage with all municipalities, related providers, and other stakeholders in the counties as identified in Section 1.2. The Contractor must:

1.6.1. Be flexible and reflective of the needs of the particular counties, and include a mix of responses, including, but not limited to:

1.6.1.1. Partial funding of a cold weather shelter.

1.6.1.2. Hotel stays.

1.6.1.3. Other alternatives to provide shelter.

1.6.1.4. Coordination of referrals to related services.

1.6.1.5. Transportation to shelter solution.

1.6.2. Coordinate with the municipal welfare director(s) within the counties served to leverage funds in order to serve all people experiencing homelessness who present for services.

1.6.3. Build off of existing resources for such services and not replace what a community is responsible to provide under RSA 165.

1.7. The Contractor must enter client data into the Homeless Management Information System, as described in the NH HMIS Policy and Procedure Manual.

1.8. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.9. The Contractor must participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.10. The Contractor must facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to financial files.

1.11. Reporting

1.11.1. The Contractor must submit monthly reports via the Department's designated Homeless Management Information System (HMIS) reporting system, which include, but are not limited to:

1.11.1.1. Number of people served each month.

1.11.1.2. Cumulative number of people served.

1.11.1.3. Number of referrals to Regional Access Point.

1.11.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.12. Background Checks

1.12.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.12.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.12.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;

1.12.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement;

1.13. Privacy Impact Assessment

1.13.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.13.1.1. How PII is gathered and stored;

1.13.1.2. Who will have access to PII;

1.13.1.3. How PII will be used in the system;

1.13.1.4. How individual consent will be achieved and revoked; and

1.13.1.5. Privacy practices.

1.13.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.14. Department Owned Devices, Systems and Network Usage

1.14.1.1. If Contractor End Users are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

1.14.1.2. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.14.1.3. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

1.14.1.4. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.14.1.5. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.14.1.6. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.14.1.7. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

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

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

Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.15.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

1.15.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

1.15.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.15.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit D: DHHS Information Security Requirements.

1.15.2. Completion of Transition Services

1.15.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.15.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit D: DHHS Information Security Requirements.

1.15.3. Disagreement over Transition Services Results

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."

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

Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to housingsupportsinvoices@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $2,000,000 or more.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Tri-County Community Action Program, Inc.*

Budget Request for: *Cold Weather Shelter Program*

Budget Period *SFY 2024 (10/1/23-6/30/24)*

Indirect Cost Rate (if applicable) 13.00%

Line Item	Program Cost - Coos County	Program Cost - Grafton County
1. Salary & Wages	$3,400	$3,400
2. Fringe Benefits	$1,040	$1,040
3. Consultants	$0	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies Office	$250	$250
6. Travel	$0	$0
7. Software	$0	$0
8. (a) Other - Marketing/Communications	$500	$500
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)		
Direct Client Services	$41,822	$59,190
Cold Weather Gear and Supplies	$6,000	$6,000
Administrative / Operations Support	$5,533	$8,155
Other (please specify)	$0	$0
9. Subrecipient Contracts	$0	$0
Total Direct Costs	$58,545	$78,535
Total Indirect Costs	$1,455	$1,465
TOTAL	$60,000	$80,000
COMBINED TOTAL		$140,000

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8/22/2023

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

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Date 8/22/2023

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.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

Contractor Initials JK

Date 8/22/2023

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Contractor Initials OS JK

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

Contractor Initials JR

future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

Contractor Initials JK

Date 8/22/2023

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials DS JK

Date 8/22/2023

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 Way Station ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item #47), as amended on June 12, 2024 (Item #30), 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:

   $435,000

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

4/8/2025
Date

DocuSigned by:
Katja S. Fox
2ADFEC7D91884F3...
Name: Katja S. Fox
Title: Director

Way Station

4/2/2025
Date

Signed by:
Karen Albert
2D1D7327661724A8...
Name: Karen Albert
Title: Development Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

4/16/2025
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: *Way Station*

Budget Request for: *Cold Weather Shelter Program*

Budget Period *SFY 2026 (7/1/25-6/30/26)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$17,569
2. Fringe Benefits (Includes taxes & social security paid by employer)	
3. Consultants	
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	
5.(a) Supplies - Educational	
5.(b) Supplies - Lab	
5.(c) Supplies - Pharmacy	
5.(d) Supplies - Medical	
5.(e) Supplies Office (Adiministrative supplies)	$411
6. Travel	
7. Software	
8. (a) Other - Marketing/Communications	
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	
Client Hotel Stays (incl taxes)	$67,495
Cold weather (camping) supplies	$10,863
Other (fuel cards)	$13,662
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$110,000
Total Indirect Costs	$0
TOTAL	**$110,000**

Initial

Contractor Initials: kl

Date: 4/2/2025

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Way Station*

Budget Request for: *Cold Weather Shelter Program*

Budget Period *SFY 2027 (7/1/26-6/30/27)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$17,569
2. Fringe Benefits (includes taxes & social security paid by employer)	
3. Consultants	
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	
5.(a) Supplies - Educational	
5.(b) Supplies - Lab	
5.(c) Supplies - Pharmacy	
5.(d) Supplies - Medical	
5.(e) Supplies Office (Administrative supplies)	$411
6. Travel	
7. Software	
8. (a) Other - Marketing/Communications	
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	
Client Hotel Stays (incl taxes)	$67,495
Cold weather (camping) supplies	$10,863
Other (fuel cards)	$13,662
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$110,000
Total Indirect Costs	$0
TOTAL	**$110,000**

Contractor Initials: Initial
Date: 4/2/2025

Docusign Envelope ID: D5E8F8D0-7236-4CFE-8C85-B22F25AFC20F

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WAY STATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 19, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **845297**

Certificate Number: **0007070461**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of February A.D. 2025.

David M. Scanlan

Secretary of State

Docusign Envelope ID: D5E8F8D0-7236-4CFE-8C85-B22F25AFC20F

CERTIFICATE OF AUTHORITY

I, Nathan Hall, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Way Station
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 8, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: Karen Albert, Development Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Way Station to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated 4-12-25

Signature of Elected Officer
Name: Nathan Hall
Title: President

Rev. 03/24/20

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Infinger Insurance - Conway 1205 Eastman Rd PO Box 300 North Conway NH 03860	**CONTACT NAME:** Kimberly Wood, ACSR **PHONE (A/C, No, Ext):** (603) 447-5123 **FAX (A/C, No):** (603) 447-5126 **E-MAIL ADDRESS:** kim@infingerinsurance.com
INSURED Way Station PO Box 1888 North Conway NH 03860	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** Scottsdale Ins Co — 41297 **INSURER B:** Wesco Insurance Co **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** CL255583710 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			CPS8148866	02/20/2025	02/20/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Errors & Omissions	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TBD WC AMTRUST	05/01/2025	05/01/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Board of Directors are Excluded from Workers Compensation coverage.

CERTIFICATE HOLDER

Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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About Way Station

Mission	The Way Station provides safe, welcoming, non-judgmental space and supportive services for the homeless & housing insecure of Mt Washington Valley.
Vision	Way Station's vision is to support the homeless and housing-insecure population by sustaining an adaptive organization to advocate for each client's future situation while providing mitigation of present struggles leading to greater quality of life. **Advocate:** • Form relationships with homeless and housing-insecure populations and in particular, the clients we serve • Identify and document homelessness and housing insecurity in the MWV area • Connect clients to additional agencies and nonprofits that also provide care for overlapping populations • Assist client to develop a route to stability and empowerment **Barrier mitigation:** • Identify process barriers • Mitigate barriers to processes and connections that support sustainable quality of life **Quality of life:** • Meet essential needs of client • Provide services that reduce risk of harm to clients • Identify client goals and support steps to achieve sustainable client objectives • Identify and fill the resource gap for clients we serve • Assist clients to strive for independent, safe, and sustainable living situations **Responsive:** • Maintain flexible structure to meet individual needs
Values	**Our organization seeks to be:** • Compassionate and non-judgmental: recognition of dignity and value of each human's life • Responsive and adaptive: innovative and flexible approach to meeting client needs • Empowering people to find their own path: supporting people's choices and independence • Transparency and accountability: communication with clients, personnel, supporters and service providers • Trust-building: developing connections of integrity with clients and service providers • Teamwork: Use a collaborative and communicative approach

Docusign Envelope ID: D5E8F8D0-7236-4CFE-8C85-B22F25AFC20F

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

Do not enter social security numbers on this form as it may be made public.

Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

A For the 2023 calendar year, or tax year beginning 01/01/2023 and ending 12/31/2023

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization **WAY STATION**

Doing business as

Number and street (or P.O. box if mail is not delivered to street address): **PO Box 1888**

Room/suite

City or town, state or province, country, and ZIP or foreign postal code: **North Conway, NH 03860**

D Employer identification number: **85-1330063**

E Telephone number: **603-452-7113**

G Gross receipts $: **311,327**

F Name and address of principal officer: **Jeanette Heidmann**
93A, Dinsmore Rd, Jackson, NH 03846

H(a) Is this a group return for subordinates? ☐ Yes ☑ No

H(b) Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions.

H(c) Group exemption number

I Tax-exempt status: ☑ 501(c)(3) ☐ 501(c) ( ) (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: **waystationnh.org**

K Form of organization: ☑ Corporation ☐ Trust ☐ Association ☐ Other

L Year of formation: **2020**

M State of legal domicile: **NH**

Part I Summary

1 Briefly describe the organization's mission or most significant activities: **Provide supportive services to homeless and housing insecure individuals in the Mount Washington Valley Area.**

2 Check this box ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	5
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	5
5	Total number of individuals employed in calendar year 2023 (Part V, line 2a)	5	3
6	Total number of volunteers (estimate if necessary)	6	25
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	105,537	311,276
9	Program service revenue (Part VIII, line 2g)	0	0
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0	51
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	0	0
12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	105,537	311,327
13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)	0	0
14	Benefits paid to or for members (Part IX, column (A), line 4)	0	0
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	50,213	36,027
16a	Professional fundraising fees (Part IX, column (A), line 11e)	1,583	0
b	Total fundraising expenses (Part IX, column (D), line 25) 38,572		
17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	68,684	227,827
18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	120,480	263,854
19	Revenue less expenses. Subtract line 18 from line 12	-14,943	47,473

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	130,474	177,947
21	Total liabilities (Part X, line 26)	0	0
22	Net assets or fund balances. Subtract line 21 from line 20	130,474	177,947

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature of officer — Date

Jeanette Heidmann, treasurer
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name			Firm's EIN	
Firm's address			Phone no.	

May the IRS discuss this return with the preparer shown above? See instructions ☐ Yes ☐ No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III . . . . . ☐

1 Briefly describe the organization's mission:

Provide supportive services to homeless and housing insecure individuals in the Mount Washington Valley Area. We accomplish this with our strategic plan in mind which focuses on the acronym HOPE. H is housing. We are anticipating teaming with a local for profit who is renovating a multi unit housing facility. We are looking at pursuing grants to renovate the structure we currently

(Continued on Schedule O, Statement 1)

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? . . . . . ☐ Yes ☑ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? . . . . . ☐ Yes ☑ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 109,739 including grants of $ 89,692) (Revenue $ 0)

Emergency Shelter. During 2023 Way Station received two separate grants for cold weather operations. Carroll county, in which Way Station is located, is the only county in NH which has no homeless shelters. Way Station has used the 2022-23 grant and the 2023-24 grant to provide hotel stays for those clients who qualify for them. This benefit is activated during cold snaps or snow storms when individuals who are camping in the woods are most vulnerable. Although the grants cover a 3 year period, the information provided is for the 2023 timeframe only. We provided 129 hotel night stays.

4b (Code:) (Expenses $ 40,599 including grants of $ 0) (Revenue $ 0)

Key to the success of the mission of the Way Station is the interaction of our Client Care Coordinator (CCC) who oversees the day to day operations working directly with our homeless and housing insecure clients, ensuring their safety and coordinating with other services providers in the area. One of our objectives is not to overlap or duplicate services with these other agencies and as such refer clients to health care providers, substance abuse programs, and town welfare agencies to name a few. What we do provide and which the CCC coordinates is being a low barrier service for immediate needs. These include things such as scheduling showers, providing food appropriate to the client's living conditions, coordinating the donation and distribution of clothing and camping equipment and the purchase of items we provide to our clients at no cost. We service 35-50 clients each week.

4c (Code:) (Expenses $ 25,611 including grants of $ 22,125) (Revenue $ 0)

Camping Supplies. For those clients who do not qualify for hotel stays, Way Station can provide a one time issue of camping supplies consisting of a cold weather tent and cold weather sleeping bags. The larger 2022-23 grant allowed us to also provide about $500 in camping equipment such as a small camp stove, cooking utensils, body warmers, and tools to help with survival. Although the grant covered the winter months, Nov 2022-April 2023, numbers presented here reflect 2023 information only

4d Other program services (Describe on Schedule O.) See Schedule O, Statement 2
(Expenses $ 37,907 including grants of $ 6,162) (Revenue $ 0)

4e Total program service expenses 213,856

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Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1	✓	
2	Is the organization required to complete Schedule B, Schedule of Contributors? See instructions	2	✓	
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		✓
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		✓
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Rev. Proc. 98-19? *If "Yes," complete Schedule C, Part III*	5		✓
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		✓
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		✓
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		✓
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		✓
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi-endowments? *If "Yes," complete Schedule D, Part V*	10		✓
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X, as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a		✓
b	Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		✓
c	Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		✓
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		✓
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e		✓
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		✓
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a		✓
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		✓
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		✓
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		✓
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		✓
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		✓
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV.*	16		✓
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I.* See instructions	17		✓
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		✓
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		✓
20a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		✓
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		✓

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		✓
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5, about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		✓
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		✓
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		✓
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		✓
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? *If "Yes," complete Schedule L, Part II*	26		✓
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		✓
28	Was the organization a party to a business transaction with one of the following parties? (See the Schedule L, Part IV, instructions for applicable filing thresholds, conditions, and exceptions).			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		✓
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		✓
c	A 35% controlled entity of one or more individuals and/or organizations described in line 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		✓
29	Did the organization receive more than $25,000 in noncash contributions? *If "Yes," complete Schedule M*	29		✓
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		✓
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		✓
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		✓
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		✓
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		✓
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		✓
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		✓
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		✓
38	Did the organization complete Schedule O and provide explanations on Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O	38	✓	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in box 3 of Form 1096. Enter -0- if not applicable	1a	0		
b	Enter the number of Forms W-2G included on line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c			

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

			Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return 2a 3			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	✓	
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?	3a		✓
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*	3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a		✓
b	If "Yes," enter the name of the foreign country ..... See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a		✓
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b		✓
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?	5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a		✓
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b		
7	**Organizations that may receive deductible contributions under section 170(c).**			
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?	7a		
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?	7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c		
d	If "Yes," indicate the number of Forms 8282 filed during the year 7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e		
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f		
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8		
9	**Sponsoring organizations maintaining donor advised funds.**			
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b		
10	**Section 501(c)(7) organizations.** Enter:			
a	Initiation fees and capital contributions included on Part VIII, line 12 10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities 10b			
11	**Section 501(c)(12) organizations.** Enter:			
a	Gross income from members or shareholders 11a			
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.) 11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?	12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year 12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**			
a	Is the organization licensed to issue qualified health plans in more than one state? **Note:** See the instructions for additional information the organization must report on Schedule O.	13a		
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans 13b			
c	Enter the amount of reserves on hand 13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a		✓
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*	14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see the instructions and file Form 4720, Schedule N.	15		✓
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16		✓
17	**Section 501(c)(21) organizations.** Did the trust, or any disqualified or other person, engage in any activities that would result in the imposition of an excise tax under section 4951, 4952, or 4953? If "Yes," complete Form 6069.	17		

Part VI **Governance, Management, and Disclosure.** *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI . . . . . ☑

Section A. Governing Body and Management

				Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year . . If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.	1a	5		
b	Enter the number of voting members included on line 1a, above, who are independent .	1b	5		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2			✓
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person? .	3			✓
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4			✓
5	Did the organization become aware during the year of a significant diversion of the organization's assets? .	5			✓
6	Did the organization have members or stockholders?	6			✓
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a			✓
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b			✓
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:				
a	The governing body?	8a		✓	
b	Each committee with authority to act on behalf of the governing body?	8b			✓
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	9			✓

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		✓
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	✓	
b	Describe on Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a	✓	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	✓	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe on Schedule O how this was done*	12c	✓	
13	Did the organization have a written whistleblower policy?	13		✓
14	Did the organization have a written document retention and destruction policy?	14		✓
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a		✓
b	Other officers or key employees of the organization	15b		✓
	If "Yes" to line 15a or 15b, describe the process on Schedule O. See instructions.			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		✓
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed NH

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☑ Another's website ☐ Upon request ☐ Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records.

Jeanette Heidmann, (603)733-7733

PO Box 1888, 15 Grove Street, North Conway, NH 03860

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Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII . . . . . ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See the instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (box 5 of Form W-2, box 6 of Form 1099-MISC, and/or box 1 of Form 1099-NEC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See the instructions for the order in which to list the persons above.

☑ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
Nathan Hall	8.00									
President Board Member		✓		✓				0	0	0
Gail Doktor	11.00									
Vice President Board Member	0.00	✓		✓				0	0	0
Sue Davidson	3.00									
Secretary Board Member	0.00	✓		✓				0	0	0
Jeanette Heidmann	15.00									
Treasurer Board Member	0.00	✓		✓				0	0	0
Julie Bosak	0.50									
Board Member	0.00	✓						0	0	0
C Hayes Miller	10.00									
Board Member	0.00	✓						0	0	0

Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/ 1099-MISC/ 1099-NEC)	(E) Reportable compensation from related organizations (W-2/ 1099-MISC/ 1099-NEC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Subtotal								0	0	0
c Total from continuation sheets to Part VII, Section A										
d Total (add lines 1b and 1c)								0	0	0

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization 0

		Yes	No
3	Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*		✓
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*		✓
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*		✓

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
None		

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII . . . . . ☐

					(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512–514
Contributions, Gifts, Grants, and Other Similar Amounts	1a	Federated campaigns	1a	9,000				
	b	Membership dues	1b	0				
	c	Fundraising events	1c	0				
	d	Related organizations	1d	0				
	e	Government grants (contributions)	1e	159,401				
	f	All other contributions, gifts, grants, and similar amounts not included above	1f	142,875				
	g	Noncash contributions included in lines 1a–1f	1g	$ 0				
	h	**Total.** Add lines 1a–1f			311,276			
Program Service Revenue			Business Code					
	2a							
	b							
	c							
	d							
	e							
	f	All other program service revenue						
	g	**Total.** Add lines 2a–2f			0			
Other Revenue	3	Investment income (including dividends, interest, and other similar amounts)			51	0	0	51
	4	Income from investment of tax-exempt bond proceeds			0	0	0	0
	5	Royalties			0	0	0	0
				(i) Real / (ii) Personal				
	6a	Gross rents	6a	0 / 0				
	b	Less: rental expenses	6b	0 / 0				
	c	Rental income or (loss)	6c	0 / 0				
	d	Net rental income or (loss)			0	0	0	0
				(i) Securities / (ii) Other				
	7a	Gross amount from sales of assets other than inventory	7a	0 / 0				
	b	Less: cost or other basis and sales expenses	7b	0 / 0				
	c	Gain or (loss)	7c	0 / 0				
	d	Net gain or (loss)			0	0	0	0
	8a	Gross income from fundraising events (not including $ 0 of contributions reported on line 1c). See Part IV, line 18	8a	0				
	b	Less: direct expenses	8b					
	c	Net income or (loss) from fundraising events			0		0	
	9a	Gross income from gaming activities. See Part IV, line 19	9a	0				
	b	Less: direct expenses	9b	0				
	c	Net income or (loss) from gaming activities			0	0	0	0
	10a	Gross sales of inventory, less returns and allowances	10a	0				
	b	Less: cost of goods sold	10b	0				
	c	Net income or (loss) from sales of inventory			0	0	0	0
Miscellaneous Revenue			Business Code					
	11a							
	b							
	c							
	d	All other revenue						
	e	**Total.** Add lines 11a–11d			0			
	12	**Total revenue.** See instructions			311,327	0	0	51

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX ☐

	Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1	Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2	Grants and other assistance to domestic individuals. See Part IV, line 22				
3	Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4	Benefits paid to or for members				
5	Compensation of current officers, directors, trustees, and key employees				
6	Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7	Other salaries and wages	22,610	0	0	22,610
8	Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	0	0		
9	Other employee benefits	3,482	0	0	3,482
10	Payroll taxes	9,935	0	0	9,935
11	Fees for services (nonemployees):				
a	Management	0	0	0	0
b	Legal	0	0	0	0
c	Accounting	0	0	0	0
d	Lobbying	0	0	0	0
e	Professional fundraising services. See Part IV, line 17	0			0
f	Investment management fees	0	0	0	0
g	Other. (If line 11g amount exceeds 10% of line 25, column (A), amount, list line 11g expenses on Schedule O.)	0	0	0	0
12	Advertising and promotion	550	0	0	550
13	Office expenses	1,507	0	1,507	0
14	Information technology	2,205	0	210	1,995
15	Royalties	0	0	0	0
16	Occupancy	0	0	0	0
17	Travel	0	0	0	0
18	Payments of travel or entertainment expenses for any federal, state, or local public officials	0	0	0	0
19	Conferences, conventions, and meetings	0	0	0	0
20	Interest	0	0	0	0
21	Payments to affiliates	0	0	0	0
22	Depreciation, depletion, and amortization	0	0	0	0
23	Insurance	5,568	0	5,568	0
24	Other expenses. Itemize expenses not covered above. (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A), amount, list line 24e expenses on Schedule O.)				
a	Emergency Shelter	109,739	109,739	0	0
b	Client Care Coordinator (CCC)	40,599	40,599	0	0
c	Camping Supplies	25,611	25,611	0	0
d	Items listed on Schedule O	37,907	37,907	0	0
e	All other expenses	4,141		4,141	0
25	**Total functional expenses.** Add lines 1 through 24e	263,854	213,856	11,426	38,572
26	**Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ☐ if following SOP 98-2 (ASC 958-720)				

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Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

			(A) Beginning of year		(B) End of year
Assets	1	Cash—non-interest-bearing	50,388	1	67,233
	2	Savings and temporary cash investments	80,086	2	110,714
	3	Pledges and grants receivable, net	0	3	0
	4	Accounts receivable, net	0	4	0
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons	0	5	0
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)	0	6	0
	7	Notes and loans receivable, net	0	7	0
	8	Inventories for sale or use	0	8	0
	9	Prepaid expenses and deferred charges	0	9	0
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D — 10a			
	b	Less: accumulated depreciation — 10b	0	10c	
	11	Investments—publicly traded securities	0	11	0
	12	Investments—other securities. See Part IV, line 11	0	12	0
	13	Investments—program-related. See Part IV, line 11	0	13	0
	14	Intangible assets	0	14	0
	15	Other assets. See Part IV, line 11	0	15	0
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)	130,474	16	177,947
Liabilities	17	Accounts payable and accrued expenses		17	
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23	Secured mortgages and notes payable to unrelated third parties		23	
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17–24). Complete Part X of Schedule D		25	
	26	**Total liabilities.** Add lines 17 through 25	0	26	0
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here ☐ and complete lines 27, 28, 32, and 33.**			
	27	Net assets without donor restrictions		27	
	28	Net assets with donor restrictions		28	
		Organizations that do not follow FASB ASC 958, check here ☑ and complete lines 29 through 33.			
	29	Capital stock or trust principal, or current funds	0	29	0
	30	Paid-in or capital surplus, or land, building, or equipment fund	0	30	0
	31	Retained earnings, endowment, accumulated income, or other funds	130,474	31	177,947
	32	Total net assets or fund balances	130,474	32	177,947
	33	Total liabilities and net assets/fund balances	130,474	33	177,947

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI . . . . . ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	311,327
2	Total expenses (must equal Part IX, column (A), line 25)	2	263,854
3	Revenue less expenses. Subtract line 2 from line 1	3	47,473
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	130,474
5	Net unrealized gains (losses) on investments	5	0
6	Donated services and use of facilities	6	0
7	Investment expenses	7	0
8	Prior period adjustments	8	0
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	177,947

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII . . . . . ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☑ Cash ☐ Accrual ☐ Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain on Schedule O.			☐
2a	Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both.	2a		✓
	☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both.	2b		✓
	☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	2c		
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Uniform Guidance, 2 C.F.R. Part 200, Subpart F?	3a		✓
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b		

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SCHEDULE A (Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
Attach to Form 990 or Form 990-EZ.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization	Employer identification number
WAY STATION	85-1330063

Part I Reason for Public Charity Status. (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
2 ☐ A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990).)
3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state:
5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
7 ☐ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
8 ☐ A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
10 ☑ An organization that normally receives (1) more than 33⅓% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions; and (2) no more than 33⅓% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations . . . . . .

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

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Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)** (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4						

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 **Total support.** Add lines 7 through 10						

12 Gross receipts from related activities, etc. (see instructions) 12

13 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** . . . . . ☐

Section C. Computation of Public Support Percentage

14 Public support percentage for 2023 (line 6, column (f), divided by line 11, column (f)) . . . . . 14 %

15 Public support percentage from 2022 Schedule A, Part II, line 14 . . . . . 15 %

16a **33⅓% support test—2023.** If the organization did not check the box on line 13, and line 14 is 33⅓% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization . . . . . ☐

b **33⅓% support test—2022.** If the organization did not check a box on line 13 or 16a, and line 15 is 33⅓% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization . . . . . ☐

17a **10%-facts-and-circumstances test—2023.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization . . . . . ☐

b **10%-facts-and-circumstances test—2022.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here.** Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization . . . . . ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions . . . . . ☐

Part III Support Schedule for Organizations Described in Section 509(a)(2)
(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")		90,997	146,598	105,537	313,482	656,614
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5	0	90,997	146,598	105,537	313,482	656,614
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						656,614

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2019	(b) 2020	(c) 2021	(d) 2022	(e) 2023	(f) Total
9 Amounts from line 6	0	90,997	146,598	105,537	313,482	656,614
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included on line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)	0	90,997	146,598	105,537	313,482	656,614

14 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ☑

Section C. Computation of Public Support Percentage

15	Public support percentage for 2023 (line 8, column (f), divided by line 13, column (f))	15	%
16	Public support percentage from 2022 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2023** (line 10c, column (f), divided by line 13, column (f))	17	%
18	Investment income percentage from **2022** Schedule A, Part III, line 17	18	%

19a **33⅓% support tests—2023.** If the organization did not check the box on line 14, and line 15 is more than 33⅓%, and line 17 is not more than 33⅓%, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

b **33⅓% support tests—2022.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33⅓%, and line 18 is not more than 33⅓%, check this box and **stop here.** The organization qualifies as a publicly supported organization ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ☐

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Part IV Supporting Organizations

(Complete only if you checked a box on line 12 of Part I. If you checked box 12a, Part I, complete Sections A and B. If you checked box 12b, Part I, complete Sections A and C. If you checked box 12c, Part I, complete Sections A, D, and E. If you checked box 12d, Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

			Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If "No," describe in* ***Part VI*** *how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*	1		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If "Yes," explain in* ***Part VI*** *how the organization determined that the supported organization was described in section 509(a)(1) or (2).*	2		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If "Yes," answer lines 3b and 3c below.*	3a		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If "Yes," describe in* ***Part VI*** *when and how the organization made the determination.*	3b		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If "Yes," explain in* ***Part VI*** *what controls the organization put in place to ensure such use.*	3c		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? *If "Yes," and if you checked box 12a or 12b in Part I, answer lines 4b and 4c below.*	4a		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If "Yes," describe in* ***Part VI*** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*	4b		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If "Yes," explain in* ***Part VI*** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*	4c		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If "Yes," answer lines 5b and 5c below (if applicable). Also, provide detail in* ***Part VI****, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*	5a		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?	5b		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?	5c		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If "Yes," provide detail in* ***Part VI.***	6		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If "Yes," complete Part I of Schedule L (Form 990).*	7		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described on line 7? *If "Yes," complete Part I of Schedule L (Form 990).*	8		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons, as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If "Yes," provide detail in* ***Part VI.***	9a		
b	Did one or more disqualified persons (as defined on line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If "Yes," provide detail in* ***Part VI.***	9b		
c	Did a disqualified person (as defined on line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If "Yes," provide detail in* ***Part VI.***	9c		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If "Yes," answer line 10b below.*	10a		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*	10b		

Part IV Supporting Organizations *(continued)*

		Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?		
a	A person who directly or indirectly controls, either alone or together with persons described on lines 11b and 11c below, the governing body of a supported organization?	11a	
b	A family member of a person described on line 11a above?	11b	
c	A 35% controlled entity of a person described on line 11a or 11b above? *If "Yes" to line 11a, 11b, or 11c, provide detail in* ***Part VI.***	11c	

Section B. Type I Supporting Organizations

		Yes	No
1	Did the governing body, members of the governing body, officers acting in their official capacity, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's officers, directors, or trustees at all times during the tax year? *If "No," describe in* ***Part VI*** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove officers, directors, or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1	
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If "Yes," explain in* ***Part VI*** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2	

Section C. Type II Supporting Organizations

		Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If "No," describe in* ***Part VI*** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1	

Section D. All Type III Supporting Organizations

		Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1	
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s), or (ii) serving on the governing body of a supported organization? *If "No," explain in* ***Part VI*** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	2	
3	By reason of the relationship described on line 2, above, did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If "Yes," describe in* ***Part VI*** *the role the organization's supported organizations played in this regard.*	3	

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year* ***(see instructions).***

a ☐ The organization satisfied the Activities Test. *Complete* ***line 2*** *below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete* ***line 3*** *below.*

c ☐ The organization supported a governmental entity. *Describe in* ***Part VI*** *how you supported a governmental entity (see instructions).*

		Yes	No
2	Activities Test. ***Answer lines 2a and 2b below.***		
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If "Yes," then in* ***Part VI identify those supported organizations and explain*** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a	
b	Did the activities described on line 2a, above, constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If "Yes," explain in* ***Part VI*** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b	
3	Parent of Supported Organizations. ***Answer lines 3a and 3b below.***		
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *If "Yes" or "No," provide details in* ***Part VI.***	3a	
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If "Yes," describe in* ***Part VI*** *the role played by the organization in this regard.*	3b	

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Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (*explain in* ***Part VI***). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A—Adjusted Net Income			(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1		
2	Recoveries of prior-year distributions	2		
3	Other gross income (see instructions)	3		
4	Add lines 1 through 3.	4		
5	Depreciation and depletion	5		
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7	Other expenses (see instructions)	7		
8	**Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B—Minimum Asset Amount			(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a	Average monthly value of securities	1a		
b	Average monthly cash balances	1b		
c	Fair market value of other non-exempt-use assets	1c		
d	**Total** (add lines 1a, 1b, and 1c)	1d		
e	**Discount** claimed for blockage or other factors (*explain in detail in* ***Part VI***):			
2	Acquisition indebtedness applicable to non-exempt-use assets	2		
3	Subtract line 2 from line 1d.	3		
4	Cash deemed held for exempt use. Enter 0.015 of line 3 (for greater amount, see instructions).	4		
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6	Multiply line 5 by 0.035.	6		
7	Recoveries of prior-year distributions	7		
8	**Minimum Asset Amount** (add line 7 to line 6)	8		

Section C—Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, column A)	1	
2	Enter 0.85 of line 1.	2	
3	Minimum asset amount for prior year (from Section B, line 8, column A)	3	
4	Enter greater of line 2 or line 3.	4	
5	Income tax imposed in prior year	5	
6	**Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6	
7	☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Part V **Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** *(continued)*

Section D—Distributions			**Current Year**
1	Amounts paid to supported organizations to accomplish exempt purposes	1	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	2	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	3	
4	Amounts paid to acquire exempt-use assets	4	
5	Qualified set-aside amounts (prior IRS approval required—*provide details in* ***Part VI***)	5	
6	Other distributions (*describe in* ***Part VI***). See instructions.	6	
7	**Total annual distributions.** Add lines 1 through 6.	7	
8	Distributions to attentive supported organizations to which the organization is responsive (*provide details in* ***Part VI***). See instructions.	8	
9	Distributable amount for 2023 from Section C, line 6	9	
10	Line 8 amount divided by line 9 amount	10	

Section E—Distribution Allocations (see instructions)		**(i) Excess Distributions**	**(ii) Underdistributions Pre-2023**	**(iii) Distributable Amount for 2023**
1	Distributable amount for 2023 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2023 (reasonable cause required—*explain in* ***Part VI***). See instructions.			
3	Excess distributions carryover, if any, to 2023			
a	**From 2018**			
b	**From 2019**			
c	From 2020			
d	From 2021			
e	From 2022			
f	**Total** of lines 3a through 3e			
g	Applied to underdistributions of prior years			
h	Applied to 2023 distributable amount			
i	Carryover from 2018 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from line 3f.			
4	Distributions for 2023 from Section D, line 7: $			
a	Applied to underdistributions of prior years			
b	Applied to 2023 distributable amount			
c	Remainder. Subtract lines 4a and 4b from line 4.			
5	Remaining underdistributions for years prior to 2023, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, *explain in* ***Part VI***. See instructions.			
6	Remaining underdistributions for 2023. Subtract lines 3h and 4b from line 1. For result greater than zero, *explain in* ***Part VI***. See instructions.			
7	**Excess distributions carryover to 2024.** Add lines 3j and 4c.			
8	Breakdown of line 7:			
a	**Excess from 2019**			
b	Excess from 2020			
c	Excess from 2021			
d	Excess from 2022			
e	Excess from 2023			

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Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

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SCHEDULE O (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or Form 990-EZ.

Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

2023

Open to Public Inspection

Name of the organization

WAY STATION

Employer identification number

85-1330063

Form 990, Part VI, Section A, Line 8b - There are no such committees. All decisions are currently still being made by the small volunteer board of directors.

Form 990, Part VI, Section B, Line 11b - The form 990 was emailed to all board members prior to a quarterly meeting and any questions, comments or updates were discussed at annotated as necessary.

Form 990, Part VI, Section B, Line 12c - Conflict of interest reminders and verification is an agenda item at the first quarterly board meeting at which all members are present.

Form 990, Part VI, Section C, Line 19 - Governing documents, including conflict of interest policy, and financial statements are available to the public during the tax year. The information can be found on Guidestar/Candid. https://www.guidestar.org

Schedule O, Statement 1 | **WAY STATION**

Form: **Form 990 (2023)** | EIN: **85-1330063**

Page: **2** | **Part III, Line 1**

Mission Description

Description

operate out of to offer congregate living space. O is operations, our current services to clients. P focuses on raising clients out of Poverty through our partnership with Circles USA, a national non-profit which helps organizations such as the Way Station improve the lives of less fortunate. E for Economic Stabilization allows us to provide one time gifts to cover relatively small items such as the first months rent for a long awaited apartment, or a car battery to permit the client to get to work thereby possibly preventing homelessness or lessening the burden of a difficult situation.

Schedule O, Statement 2

Form: **Form 990 (2023)**

Page: 2

WAY STATION

EIN: **85-1330063**

Part III, Line 4d

Other Program Services Accomplishments

Activity Code	Description	Expense	Grants	Revenue
	Client transportation, alternate warming. We provide gas cards in varying denominations for clients with cars enabling them to get to jobs or appointments and warmth for those sleeping in their cars. We issued 652 gas cards to clients.	16,394	6,162	0
	Laundry capability. Although we have washer and dryer capability at our facility, beginning during COVID our clients were not permitted to use them so we continued to issue prepaid laundry cards along with detergent for a local laundromat. This enabled sanitary living conditions and a presentable appearance for work or appointments. We provided over 255 laundry cards.	7,001	0	0
	Communication.. We provide phones and phone cards to stay in contact with our clients which number from 35-50 at any given time. We check on their well being and determine what services they need. We found the clients were abusing our generosity so we have become stricter with our clients, issuing only 1 phone/year, primarily to new clients, and issuing only 3 months of phone cards, expecting them to pay for additional months. We issued 29 phones and 102 phone cards to clients in 2023.	6,745	0	0
	Way Station remains affiliated with the National Organization, Circles USA. Circles provides leadership in a proven method of helping guide individuals out of poverty to thriving. Annual membership dues provide local step by step guides and local participant training to build the program so it will succeed. We are now at the phase where we are seeking grants for the operation of the program and enlisting volunteers who will act as support to those clients participating to improve their situation. Our current major challenge is in finding someone who would become a paid employee to lead the program.	5,134	0	0
	Financial Assistance or Stabilization. We provide one time payments to clients in emergency situations which could mean the difference between survival or devastation. Examples include covering a security deposit for a long sought after rental apartment or replacing a car battery or providing very short term temporary housing. We assisted 3 clients in 2023.	2,585	0	0
	Groceries. We coordinate with a local food pantry and deliver fresh food to an average of 10 households each week. We are now qualified to access the state food bank located in Manchester, NH. In 2023 we received 6,322 lbs of food which the food bank valued at $12,201 thereby saving the Way Station funds while providing much more food to our clients. For those clients who are couch surfing or living in their cars or camping or who just need supplemental foodstuffs we provide nonperishable items from the food bank which are eatable from the can. We had over 437 instances of providing nonperishable food in 2023.	48	0	0
Total:		**37,907**	**6,162**	**0**

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Way Station
PO Box 1888, 15 Grove Street
North Conway, NH 03860

Mission Statement

Provide safe, welcoming, non-judgmental space and supportive services for homeless & housing insecure residents of Mt Washington Valley.

Way Station Board of Trustees

1. Nathan Hall, President [redacted]
2. Gail Doktor, Vice President [redacted]
3. Sue Davidson, Secretary [redacted]
4. Jeannette Heidmann, Treasurer [redacted]
5. Hayes Miller, Member [redacted]
6. Rick Crispo [redacted]

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DAN LAVIGNE - Resume

PROFESSIONAL EXPERIENCE

BLUE HERON Neurofeedback and Counseling: April 2021-Current

- Clinical Director/Clinical Supervisor - Stacie Leclerc
- Clinical Supervisor - Elaine Davis

April 2021-September 2021

Outpatient Counselor

Duties:

- Screening and assessing to determine level of care
- Assist individuals in discovering treatment goals
- Development and implementation of treatment plans
- Support and facilitate client community support structure
- All phases of client documentation
- Individual substance use disorder counseling
- Supervised individual mental health counseling
- Client advocacy
- Interagency collaboration

WAY STATION: April 2021-Current

- Direct Supervisor - Nathan Hall

Homeless and Housing Insecure Outreach Coordinator

Duties:

- Screening clients to determine level of need
- Development of weekly needs documentation
- Assist individuals in exploring community resources
- Screening client calls to determine severity of need
- Community resource navigation
- Support and facilitate client community support structure
- Agency and client documentation
- Volunteer scheduling and recruitment
- Interagency collaboration

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WHITE HORSE ADDICTION CENTER:
February 2017 – 2021

- Clinical Supervisor - Joni O'Brien

Outpatient Counselor / Intensive Outpatient Program Facilitator / CRSW Supervisor
Duties:

- Screening and assessing to determine level of care
- Development and implementation of recovery-oriented groups and psychoeducational classes
- Assist individuals in discovering treatment goals
- Development and implementation of treatment plans
- Group counseling facilitation
- Support and facilitate client community support structure
- All phases of client documentation
- Individual substance use disorder counseling
- Client advocacy
- Interagency collaboration
- Interviewing potential employees
- Provide CRSW clinical supervision

TRI-COUNTY CAP Friendship House
November 2012-April 2017

- Clinical Supervisor - Stacy Leclerc

Outpatient Counselor June 2016 - 2017
Transitional Living Coordinator July 2015- June 2016
Transitional Living Work Therapy Supervisor July 2015- June 2016
General Building Maintenance Coordinator July 2015-June 20016
Residential Substance Abuse Counselor February2015 – June 2016
Program Coordinator January 2014 – February 2015
Program Advisor November 2012 – January 2014

TRI-COUNTY CAP (cont'd)
Duties:

- Utilize screening tools to determine client placement
- Development and implementation of recovery-oriented groups and educational classes
- Assist clients with treatment goals
- Development and implementation of treatment plans
- Group counseling facilitation
- Support and facilitate client community support structure
- All phases of client documentation
- Individual substance abuse counseling
- Develop workplace structure
- Instruct clients in appropriate workplace behaviors
- Client case management
- Client advocacy between organizations
- Interagency collaboration
- Coordinate Program staff schedules
- Facilitate collaboration between clinical and administrative teams
- Staff advocacy
- Facilitate staff meetings
- Create and facilitate staff training
- Interviewing potential employees
- Reviewing medical and medication documentation
- Creating and implementing new policies and procedures
- Identifying troubled areas and proposing potential corrections
- Deliver individual substance use disorder counseling services
- Conduct substance use disorder evaluations
- Coordinate client services within 3 counties and 4 offices

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ACADEMIC

- Graduated Summa Cum Laude from NHTI-Concord with an Associate of Science in Addiction Counseling
- Graduated Cum Laude from Springfield College with a Bachelor of Science in Human Services
- Graduated Springfield College with a Master of Science in Clinical Mental Health Counseling
- PESI Certified ADHD Professional (ADHD-CCSP)

SPECIAL SKILLS and QUALIFICATIONS

- Licensed Alcohol and Drug Counselor (LADC) in the State of New Hampshire
- Master level Licensed Alcohol and Drug Counselor candidate
- Clinical Mental Health Counselor candidate
- ADHD concentration
- Intentional peer-support training
- Wellness Recovery Action Plan training

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Jennifer Lavigne, BS

[redacted]

Experience:

Impaired Driving Care Manage Program (IDCMP) Coordinator – Blue Heron Neurofeedback & Counseling (September 22, 2022-April 20, 2023)

Stacie Leclerc, CMHC, MA, MLADC – Clinical Director

As the IDCMP coordinator for Blue Heron Neurofeedback & Counseling, the focus was managing and coordinating clients through the legal steps necessary for the State of New Hampshire's DUI laws to obtain a license after a DUI offense. Requirements were intake assessments, case management through client care management calls, and following clients through their counseling. Communication between lawyers, courts, and the Department of Motor Vehicles across the country was necessary to ensure all legal requirements were adhered to for individual clients.

Recovery Support Worker & Counselor – North Country Health Consortium, Friendship House Residential Treatment (February 20, 2019 – October 28, 2020).

Stacie Leclerc, CMHC, MA, MLADC – Clinical Director; Susan Bailey, MS, MLADC – Clinical Supervisor for LADC

An internship began at Friendship House Residential Treatment Facility to complete the associate degree in Addiction Counseling. Upon completion of the internship, the invitation to continue working with the clinical team and work toward licensure was offered and accepted.

- Worked directly with 3.1 Low-Intensity clients in assessments, one-on-one sessions, groups, case management, and client education classes
- Worked with all programming teams through peer collaborations, clinical team meetings, co-facilitating groups, and client education classes.
- Participate in the ongoing professional training and development at NCHC, including SMART Goals, Seeking Safety, Dialectic Behavioral Therapy (DBT), and various RELAIS training.

RCO Manager of The Shed North - White Horse Addiction Center - The "Shed" & Shed North, Recovery Community Organization (July 9 – November 1, 2018) Suzanne Thistle, MLADC – Clinical Director; Mitch Yeaton- Director; Eric Moran – Recovery Community Organization Manager

White Horse Recovery of Ossipee, NH, offered a paid internship to work with "Shed, RCO" manager Eric Moran to develop the expansion of peer support into North Conway, NH, known as "The Shed, North." The opportunity offered first-hand experience in agency program expansions, team building, community outreach, and nonprofit organization management. One of the crucial elements in the developmental phase of "The Shed, North" was to identify the ethical and quality standards that would adhere to CAPRSS credentialing guidelines for the most successful and supportive recovery organization possible.

Other parts of the work were to:

- Guide consumers to develop self-help groups.

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- Met with consumers to develop "Wellness Recovery Plans" through Recovery Coaching. Helped connect consumers to needed treatment options, built community support networks, and created "Recovery Capital" to maintain their current level of substance misuse recovery.

Recovery Support Worker – Tri-County Community Action, Friendship House Addiction Treatment AOD Program (August 6, 2015 – April 28, 2017) Elaine Davis MS, LCMHC, MLADC, - Clinical Director; Nathan Morin – Program Coordinator

Work began at Friendship House Residential Treatment Facility as a Recovery Support Worker. The work included direct client care, guiding residents through daily activities, and facilitating curricular programming needs. The experience led to the inspiration to move forward to completing the education and competencies needed to work within the human service, behavioral health, and social work professions.

The work and experience include:

- Worked directly with clients at Friendship House residential high- and low-intensity programs through the structured daily living environment.
- Facilitated group activities and in-house recovery meetings during non-clinical team hours
- Educated clients through the various treatment curriculum.
- Trained new program advisors and interns.

Successfully redeveloped the high-intensity treatment program and scheduled to introduce the new curriculum, Hazelden's Living in Balance: Core, Recovery Management, and Co-Occurring Disorders Curriculum, under the clinical director's supervision and direction.

- Facilitated the IOP Program under clinical supervision from March 2016 - May '17.
- Trained in Core Function skills such as treatment planning and developing weekly SMART Goals, ASAM knowledge, and substance use education with clients and families.

Peer Support Floor Staff, North Country Warm-Line Operator, & WRAP® Facilitator – The Alternative Life Center, Conway Peer Support (November 2005 – December 2007) Janine Lapete, Team Leader; Pat Tol – Executive Director

As a consumer and volunteer of the Alternative Life Center (ALC) for over a year, the paid position was the first step in the interest of human service work. The center allowed for the building of essential skills that would carry over into future roles and a passion for human service work.

- Worked directly with consumers through daily one-on-one conversations, group interactions, and phone check-ins/incoming calls to the center for non-clinical mental health peer-to-peer support.
- Facilitated and developed educational and self-help peer groups, classes, and activities.
- NH DHHS grant enabled a full 40-hr. Copeland Center Wellness Recovery Action Plan (WRAP®) Facilitator Training and Certification (May 2006). Co-facilitated 12-week workshops on WRAP® consumers and trained fellow peer support workers.
- Performed phone calls, housekeeping, paperwork, cooking needs, and upkeep for successful daily center operations.
- Trained and worked on The North Country Warm-line, an after-hours peer-to-peer phone link for consumers who needed non-clinical, non-emergency support.

Education

Springfield College, School of Social Work & Behavioral Sciences – St. Johnsbury, VT campus & online

- Bachelor's Degree in Human Services, with a concentration in Addiction Studies, May 2022

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Undergraduate Group Project/Practicum 1&2 – The group researched food insecurity in Hartford, CT, and the thriving community coordination efforts through the 2020 Pandemic. The agency that the group partnered with was the Community Renewal Team of Hartford, Connecticut.

New Hampshire Technical Institute – Concord's Community College
Associate degree in Addictions Counseling, May 2019

Fall Semester Practicum I – Internship completed 170 hrs. at White Horse Addiction Center, Inc., under the clinical supervision of Suzanne Thistle, MA, MLADC, and Daniel Greene, MLADC.
Spring Semester Practicum II – North Country Health Consortium, Friendship House, under the clinical supervision of Susan Bailey, MS, MLADC, and clinical director Stacie Leclerc, CMHC, MA, MLADC.

Certifications
Certified Recovery Coach, CCAR – NHADACA
White Horse Recovery hosted CCAR Recovery Coach Academy in May 2016

Wellness Recovery Action Plan (WRAP®) Facilitator Certification, Copland Center for Wellness Recovery
(May 2006)
Certification in The Wellness Recovery Action Plan (WRAP®) Workshops facilitation for peer-support groups.
Facilitated WRAP 12-week workshops in mental health peer-support settings and trained staff on facilitating WRAP Groups in mental health peer-support settings.

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KAREN B. ALBERT

[redacted]

"No leader sets out to be a leader. People set out to live their lives, expressing themselves fully. When that expression is of value, they become leaders. ***So the point is not to become a leader. The point is to become yourself****, to use yourself completely – all your skills, gifts and energies – in order to make your vision manifest. You must withhold nothing. You must, in sum, become the person you started out to be, and to enjoy the process of becoming." Warren Bennis*

EXPERIENCE

OCTOBER 2020 – JULY 29, 2022
DIRECTOR COMMUNITY RELATIONS, MWV ADULT DAY CENTER **CONWAY, NH**

Responsibilities: Developing, marketing and outreach to older adult community and businesses who care for them, build and sustain lasting relations, providing therapeutic care and caregiver respite. Growth of a sustainable development plan included planned giving, organization development, grant research, writing and management, fundraising, events. Highly organized, compassionate, kind, trustworthy.

JULY 2018 – JUNE 30, 2020
DIRECTOR, SEACOAST WALDORF SCHOOL **ELIOT, ME**

Responsibilities: Performance and oversight of administrative staff; school policy and procedures; employee and student records; safety and disaster standards and crisis planning; day to day school finances and operations; budgeting, forecasting; compliance with all governmental regulatory, licensing and legal standards. Communication and collaboration with parents, faculty and Board.

NOVEMBER 2017-AUGUST 2018
DIRECTOR OF DEVELOPMENT, WHITE MOUNTAIN WALDORF SCHOOL **ALBANY, NH**

Responsibilities: Establish and uphold relationships in the community; all fundraising, included annual appeal, annual auction, grants, foundations, meeting with donors who support Waldorf/private education in MWV. Enrollment, marketing, contracting tuition agreements, tuition setting, financial aid. Management of accounts, reporting, and recognition follow up.

MARCH 2012-NOVEMBER 2017
ADMNISTRATOR, WHITE MOUNTAIN WALDORF SCHOOL **ALBANY, NH**

Responsibilities: Daily operations of the school, preserving balance, professional integrity, empathy, compassion. Serving the students, parents, staff, community, and Board of Trustees. Focus on effective and efficient communication, interpersonal conversations, group facilitation, HR policy. NHDOE Code of Administrative Rules, licensing for non-public/private schools. Oversight of enrollment contracts, financial responsibilities of the school, facilities, donor development, collaborative leadership, and proactive/reactive responsibility to ensure the safety of the school. Leadership Council, Strategic Planning, Program planning, hiring.

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1992-2012: OPERATIONS, MARKETING, MANAGEMENT, SALES, SERVICE: COMPUTER PORT RED JACKET RESORTS, WHITE MOUNTAINS DESTINATION NETWORK, FOURPOINTS HOTEL BY SHERATON, WENTWORTH RESORT HOTEL NORTH CONWAY, NH

EDUCATION

SEPTEMBER 2020 – DECEMBER 2021
BA HUMAN DEVELOPMENT-GRADUATED 4.0
ANTIOCH UNIVERSITY, ONLINE YELLOW SPRINGS, OH

JULY – AUGUST 2020
TRANSDICIPLINARY STUDIES IN HEALING EDUCATION
ANTIOCH UNIVERSITY KEENE, NH

JULY 2018, JULY 2019, JULY 2020
ART OF ADMINISTRATION & LEADERSHIP, SOUND CIRCLE CENTER FOR ARTS AND ANTHROPOSOPHY GHENT, NY
Leading with Spirit 3 Year Summer Intensive Certificate

APRIL 2015-APRIL 2016
WALDORF ADMINISTRATOR AND LEADERSHIP DEVELOPMENT
ANTIOCH UNIVERSITY KEENE, NH

1992-2008
BUSINESS MANAGEMENT, STRATEGIC LEADERSHIP - GRANITE STATE COLLEGE CONWAY, NH

1983-1985
TRAVEL ADMINISTRATION, BAY PATH UNIVERSITY LONGMEADOW, MA

SKILLS

- Communication/Collaboration/Consistency
- Leadership – Professional/Open
- Problem Solving/Conflict Resolution
- Efficient/Organized/Resourceful
- Short Term/Long Term Fiscal Planning
- Trustworthy/Confidential/Flexible
- Compassionate/Approachable
- Proficient in MS Office, Google Drive, QuickBooks, WordPress, Canva, CRM, Social Media, Grant tools

CERTIFICATION/INTERESTS

- Served as AWSNA Delegate Northeast/Quebec Region 2012-2020
- MWV Leadership Course – MWVCC, North Conway, NH
- Collaborative Leadership - Sunbridge Institute, Chestnut Hill, NY
- Focus on Selling – ITT Sheraton
- Travel Agent Certificate – Penny Pitou Travel School, Laconia, NH
- MWV Chamber Member over 20 years
- York and Portsmouth Chamber Member – 2018-2020

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Continued interest in professional development, education, consulting, mentoring, volunteering, community service, gardening, traveling, yoga, spending time in nature, skiing, hiking, swimming, kayaking, paddle boarding, dance, spending time with friends and family.

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NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Way Station

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Dan Lavigne	Client Care Coordinator	$10,142.58	$74,142.58
Karen Albert	Cold Weather Team Member	$5,409.37	$42,849.37
Jennifer Lavigne	Cold Weather Consultant	$4,700.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00

Docusign Envelope ID: D5E8F8D0-7236-4CFE-8C85-B22F25AFC20F

ARC

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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.dhhs.nh.gov

May 15, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend existing contracts with the Contractors listed below for the continued provision of services to assist with the operation of cold weather solutions for individuals and families experiencing homelessness, by exercising contract renewal options by increasing the total price limitation by $920,000 from $920,000 to $1,840,000 and extending the completion dates from June 30, 2024 to June 30, 2025, effective July 1, 2024 upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on September 20, 2023, item #47.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
County of Merrimack	177435-B001	Merrimack County	$115,000	$165,000	$280,000
County of Strafford	177478-B001	Strafford County	$55,000	$100,000	$155,000
Nashua Soup Kitchen and Shelter, Inc.	174173-P001	Hillsborough County	$275,000	$220,000	$495,000
Southwestern Community Services, Inc.	177511-B001	Cheshire and Sullivan Counties	$140,000	$120,000	$260,000
The Lakes Region Mental Health Center, Inc.	154480-B001	Belknap County	$80,000	$95,000	$175,000
Tri-County Community Action Program, Inc.	177195-B001	Coos and Grafton Counties	$140,000	$120,000	$260,000
Way Station	339623-R001	Carroll County	$115,000	$100,000	$215,000
		Total:	**$920,000**	**$920,000**	**$1,840,000**

Funds are available in the following accounts for State Fiscal Year 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

Docusign Envelope ID: D5E8F8D0-7236-4CFE-8C85-B22F25AFC20F

EXPLANATION

The purpose of this request is for the continued provision of services to assist with the operation of cold weather solutions for individuals and families experiencing homelessness and to continue assisting with the mitigation of negative outcomes of homelessness during the upcoming winter seasons. The attached amendments are in support of the Department's continued adherence to House Bill (HB) 2, Section 564 (2023) with funds continuing to be awarded to one provider in each county based on 50 percent distributed evenly across each county and 50 percent based on the most recent preliminary Point In Time count of those experiencing homelessness in the county. The preliminary Point In Time count for 2024, which occurred on January 24, 2024, was used to calculate the funding allocations. The Department is presenting a complementary sole source amendment to an existing agreement with a provider in Rockingham County to ensure continued statewide access.

Approximately 1,500 individuals who are experiencing homelessness, who are in need of appropriate shelter during the winter and cold weather months, will be served during State Fiscal Year 2025.

The Contractors will continue to provide access to emergency shelter and related services specifically providing safety in cold weather to individuals and families who are unable to access year-round emergency shelter services. The Contractors will continue engagement with all municipalities and related service providers for their county. Contractors will continuously offer a variety of low-barrier solutions reflective of the needs of the county, such as shelters, hotel stays, warming centers, coordination of referrals to related services and transportation to shelter solutions.

The Department will continue to monitor services by engaging in monthly meetings with the Contractors and reviewing the monthly reports provided by the Contractors.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the original agreements, the parties have the option to extend the agreements for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the three (3) years available.

Should the Governor and Council not authorize this request, there will be a gap in emergency cold weather services throughout the upcoming winter months, leaving individuals experiencing unsheltered homelessness without the fatality preventions provided by this critical safety net service.

Area served: Statewide.

Respectfully submitted,

Lori A. Weaver
Commissioner

Docusign Envelope ID: D5E8F8D0-7236-4CFE-8C85-B22F25AFC20F

05-95-42-423010-63850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIVISION, HOMELESS AND HOUSING, HOMELESS & HOUSING SHELTER FD

100% General Funds

Fiscal Detail Sheet
RFA-2024-DBH-03-COLDW-01-07-A01

County of Merrimack — Vendor # 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$115,000	$0	$115,000
2025	102/500731	Contracts for Program Services	42307021	$0	$165,000	$165,000
		Sub Total		$115,000	$165,000	$280,000

County of Strafford — Vendor # 177478 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$55,000	$0	$55,000
2025	102/500731	Contracts for Program Services	42307021	$0	$100,000	$100,000
		Sub Total		$55,000	$100,000	$155,000

The Lakes Region Mental Health Center, Inc. — Vendor # 154480 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$80,000	$0	$80,000
2025	102/500731	Contracts for Program Services	42307021	$0	$95,000	$95,000
		Sub Total		$80,000	$95,000	$175,000

Nashua Soup Kitchen and Shelter, Inc. — Vendor # 174173 - P001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$275,000	$0	$275,000
2025	102/500731	Contracts for Program Services	42307021	$0	$220,000	$220,000
		Sub Total		$275,000	$220,000	$495,000

Southwestern Community Services, Inc. — Vendor # 177511 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$140,000	$0	$140,000
2025	102/500731	Contracts for Program Services	42307021	$0	$120,000	$120,000
		Sub Total		$140,000	$120,000	$260,000

Tri-County Community Action Program, Inc. — Vendor # 177195 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$140,000	$0	$140,000
2025	102/500731	Contracts for Program Services	42307021	$0	$120,000	$120,000
		Sub Total		$140,000	$120,000	$260,000

Way Station — Vendor # 339623 - R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$115,000	$0	$115,000
2025	102/500731	Contracts for Program Services	42307021	$0	$100,000	$100,000
		Sub Total		$115,000	$100,000	$215,000

Total	$920,000	$920,000	$1,840,000

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Cold Weather Shelter Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Way Station ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on September 20, 2023 (Item #47), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2025

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $215,000

3. Modify Exhibit C, Payment Terms, Section 3, to read:

   3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget, Amendment #1.

4. Add Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2024, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

5/17/2024
Date

DocuSigned by:
Katja S. Fox
2ADFEC7081884F3...
Name: Katja S. Fox
Title: Director

Way Station

5/17/2024
Date

DocuSigned by:
Karen Albert
3D1D7...
Name: Karen Albert
Title: Development Director

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/20/2024
Date

DocuSigned by:
Robyn Guarino
74873484941480...
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:	*Way Station*
Budget Request for:	*Cold Weather Shelter Program*
Budget Period	*SFY 2025 (7/1/24-6/30/25)*
Indirect Cost Rate (if applicable)	0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$15,552
2. Fringe Benefits (includes taxes & social security paid by employer)	$1,259
3. Consultants	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$374
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Client Hotel Stays	$82,066
Cold weather (camping) supplies	$8,676
Other (fuel cards)	$12,073
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$100,000
Total Indirect Costs	$0
TOTAL	$100,000

Contractor Initials: DS

Date: 5/17/2024

Docusign Envelope ID: D5E8F8D0-7236-4CFE-8C85-B22F25AFC20F

ARC

Lori A. Weaver
Commissioner

Kelly 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.dhhs.nh.gov

47

August 21, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into contracts with the Contractors listed below in an amount not to exceed $920,000 for the provision of services to assist with the operation of cold weather solutions for individuals and families experiencing homelessness, with the option to renew for up to three (3) additional years, effective October 1, 2023, upon Governor and Council approval, through June 30, 2024. 100% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
County of Merrimack	177435-B001	Merrimack County	$115,000
County of Strafford	177478-B001	Strafford County	$55,000
Nashua Soup Kitchen and Shelter, Inc.	174173-P001	Hillsborough County	$275,000
Southwestern Community Services, Inc.	177511-B001	Cheshire and Sullivan Counties	$140,000
The Lakes Region Mental Health Center, Inc.	154480-B001	Belknap County	$80,000
Tri-County Community Action Program, Inc.	177195-B001	Coos and Grafton Counties	$140,000
Way Station	339623-R001	Carroll County	$115,000
		Total:	**$920,000**

Funds are available in the following accounts for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

Docusign Envelope ID: D5E8F8D0-7236-4CFE-8C85-B22F25AFC20F

EXPLANATION

The purpose of this request is for the Contractors to assist with the operation of cold weather solutions for individuals and families experiencing homelessness and to assist with the mitigation of negative outcomes of homelessness this upcoming winter. Pursuant to House Bill (HB) 2, Section 564 (2023), funds were made available to each county in the state. Award amounts were determined by the language in HB 2: "The department shall distribute $1,000,000 to one provider in each county based on 50 percent to be distributed evenly across each county and 50 percent based on the most recent preliminary point-in-time count of those experiencing homelessness in the county." The Department is presenting a complementary sole source agreement with a provider in Rockingham County to ensure statewide access.

Approximately 333 individuals who are experiencing homelessness, who are in need of appropriate shelter during the winter and cold weather months will be served during State Fiscal Year 2024.

The Contractors will provide access to emergency shelter and related services specifically to provide safety in cold weather to individuals and families who are unable to access year-round emergency shelter services. The Contractors will engage with all municipalities and related service providers for their county. They will offer a variety of low-barrier solutions reflective of the needs of the county, such as shelters, hotel stays, warming centers, coordination of referrals to related services and transportation to shelter solutions.

The Department will monitor services by engaging in monthly meetings with the Contractors and reviewing the monthly reports provided by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from June 29, 2023 through July 24, 2023. The Department received 11 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the attached agreements, the parties have the option to extend the agreements for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, there will be a gap in emergency cold weather services throughout the upcoming winter months, leaving individuals experiencing unsheltered homelessness without the fatality preventions provided by this critical safety net service.

Respectfully submitted,

Lori A. Weaver
Commissioner

Docusign Envelope ID: D5E8F8D0-7236-4CFE-8C85-B22F25AFC20F

05-95-42-423010-63850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES DIVISION, HOMELESS AND HOUSING, HOMELESS & HOUSING SHELTER FD
100% General Funds

County of Merrimack — Vendor # 177435 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$0	$115,000	$115,000
		Sub Total		$0	$115,000	$115,000

County of Strafford — Vendor # 177478 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$0	$55,000	$55,000
		Sub Total		$0	$55,000	$55,000

The Lakes Region Mental Health Center, Inc. — Vendor # 154480 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$0	$80,000	$80,000
		Sub Total		$0	$80,000	$80,000

Nashua Soup Kitchen and Shelter, Inc. — Vendor # 174173 - P001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$0	$275,000	$275,000
		Sub Total		$0	$275,000	$275,000

Southwestern Community Services, Inc. — Vendor # 177511 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$0	$140,000	$140,000
		Sub Total		$0	$140,000	$140,000

Tri-County Community Action Program, Inc. — Vendor # 177195 - B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$0	$140,000	$140,000
		Sub Total		$0	$140,000	$140,000

Way Station — Vendor # 339623 - R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase (Decrease)	Current Modified Budget
2024	102/500731	Contracts for Program Services	42307021	$0	$115,000	$115,000
		Sub Total		$0	$115,000	$115,000

Total	$0	$920,000	$920,000

Docusign Envelope ID: D5E8F8D0-7236-4CFE-8C85-B22F25AFC20F

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2024-DBH-03-COLDW

Project Title Cold Weather Shelter Program

	Maximum Points Available	Community Action Partnership of Strafford County (Strafford)	County of Merrimack (Merrimack)	Lakes Region Mental Health Center, Inc (Belknap)	Nashua Soup Kitchen and Shelter (Hillsborough)	Southwestern Community Services, Inc (Cheshire)	Southwestern Community Services, Inc (Sullivan)	Strafford County (Strafford)
Technical								
Capacity (Q1)	20	18	15	15	20	17	17	20
Collaboration (Q2)	40	40	30	33	35	30	30	40
Experience (Q3)	20	20	15	14	15	16	15	20
Knowledge (Q4)	20	18	14	20	17	18	16	20
TOTAL POINTS	100	96	74	82	87	81	78	100
TOTAL PROPOSED VENDOR COST		Not Applicable - No Cost Proposal for RFA						

Reviewer Name	Title
1 Travis Newton	Homeless Outreach Service Coordinator
2 Robert Waters	Shelter Administrator
3 Carole Totzkey, MS, CHES	Public Health Preparedness Planner
4 Jessica Dow	Business Administrator II

Docusign Envelope ID: D5E8F8D0-7236-4CFE-8C85-B22F25AFC20F

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFA-2024-DBH-03-COLDW

Project Title Cold Weather Shelter Program

	Maximum Points Available	Tri County CAP (Carroll)	Tri County CAP (Coos)	Tri County CAP (Grafton)	Way Station (Carroll)
Technical					
Capacity (Q1)	20	15	18	18	18
Collaboration (Q2)	40	28	35	35	40
Experience (Q3)	20	18	18	19	19
Knowledge (Q4)	20	18	19	19	20
TOTAL POINTS	100	79	90	91	97
TOTAL PROPOSED VENDOR COST		*Not Applicable - No Cost Proposal for RFA*			

Reviewer Name	Title
1 Travis Newton	Homeless Outreach Service Coordinator
2 Robert Waters	Shelter Administrator
3 Carole Tolzkay, MS, CHES	Public Health Preparedness Planner
4 Jessica Dow	Business Administrator II

FORM NUMBER P-37 (version 12/11/2019)

Subject: Cold Weather Shelter Program (RFA-2024-DBH-03-COLDW-07)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

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 Way Station		1.4 Contractor Address 15 Grove St, PO Box 1888 North Conway, NH 03860	
1.5 Contractor Phone Number 603) 452-7113	1.6 Account Number 05-95-42-423010-63850000-102-500731	1.7 Completion Date 6/30/2024	1.8 Price Limitation $115,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Gail Doktor 5BAEC444AC823431... Date: 8/22/2023		1.12 Name and Title of Contractor Signatory Gail Doktor Vice President, Bd	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 8/22/2023		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino On: 8/27/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials GD

Date 8/22/2023

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials GD

Date 8/22/2023

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor Initials CD

Date 8/22/2023

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials GD

Date 8/22/2023

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on October 1, 2023 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to three (3) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide cold weather shelter services to individuals and families who:

Are in need of appropriate shelter in NH during winter and the cold weather months; and

1.1.1. Meet the criteria of 'Literally Homeless' as follows:

1.1.1.1. Has a primary nighttime residence that is a public or private place not meant for human habitation;

1.1.1.2. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

1.1.1.3. Is exiting an institution where they resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

1.2. The Contractor must ensure services are available in Carroll County.

1.3. The Contractor must provide access to emergency shelter and related services specifically to provide safety in cold weather, to those experiencing homelessness as described in Section 1.1., and who are unable to access year-round emergency shelter services. The Contractor must:

1.3.1. Ensure that community plans that include a cold weather shelter must have shelter designed to meet the basic needs of individuals and families who have no other housing options and who would otherwise be without a place to sleep during the winter and cold weather months.

1.3.2. Ensure basic needs of each individual are met, including at a minimum, a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in RSA 126-A:26.

1.3.3. Provide a low-barrier shelter, with no pre-conditions for entry during cold weather. Terminations from shelter must only be due to safety concerns.

1.3.4. Ensure services are provided in a facility in accordance with Section 3.4. Operation of Facilities, that includes at a minimum:

1.3.4.1. Building maintenance and repair;

1.3.4.2. Security systems;

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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

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;

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;

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

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

Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.15.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department Data is complete.

1.15.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

1.15.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.15.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit D: DHHS Information Security Requirements.

1.15.2. Completion of Transition Services

1.15.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.15.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit D: DHHS Information Security Requirements.

1.15.3. Disagreement over Transition Services Results

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."

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

Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Cold Weather Shelter Program

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, based on criteria in 2 CFR 200.331.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment for allowable costs incurred in the previous month.
   4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to housingsupportsinvoices@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

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.

Docusign Envelope ID: D5E8F8D0-7236-4CFE-8C85-B22F25AFC20F

New Hampshire Department of Health and Human Services *Complete one budget form for each budget period.*	
Contractor Name:	*Way Station*
Budget Request for:	*Cold Weather Shelter Program*
Budget Period	*SFY 2024 (10/1/23-6/30/24)*
Indirect Cost Rate (if applicable)	0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$14,482
2. Fringe Benefits (Includes taxes & social security paid by employer)	$1,557
3. Consultants	$0
4. Equipment *Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.*	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$1,471
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Client Hotel Stays	$78,041
Cold weather (camping) supplies	$19,450
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$115,000
Total Indirect Costs	$0
TOTAL	$115,000

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Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

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DHHS Information Security Requirements

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted, and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

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8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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Exhibit D

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

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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.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov