



Lori A. Shibinette
Commissioner

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

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May 12, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 4:47, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, Governor Sununu has authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive, Sole Source** contract with FIT/NHNN, INC. (VC#157730-B001), Manchester, NH in the amount of \$796,721 to provide multiple services to individuals experiencing homelessness in Manchester in alignment with Centers for Disease Control recommendations relative to social distancing and COVID-19, with the option to renew for up to one (1) additional year, effective retroactive to April 12, 2020 through August 1, 2020. 100% General Funds.

Funds are available in the following account for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-95-950010-56760000 Health and Social Services, Department of Health and Human Services, HHS: Office of the Commissioner, Office of Business Operations

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	103-502664	Contracts for Oper Svc	95010998	\$796,721
2021	103-502664	Contracts for Oper Svc	95010998	\$0
			Total	\$796,721

EXPLANATION

This item is **Retroactive** and **Sole Source** because the Department, in the interest of the public's health and safety, identified vendors with capacity to quickly respond to the COVID-19 pandemic.

The purpose of this contract is to provide multiple services to individuals experiencing homelessness in Manchester during the COVID-19 Pandemic that include reducing the number of individuals served in the FIT/NHNN shelter; providing quarantine services for individuals experiencing homelessness in Manchester; and providing outreach to encampments in Manchester.

The Department cannot determine how many individuals experiencing homelessness will be served from April 12, 2020 through August 1, 2020.

The Contractor will provide alternative shelter placement to individuals in order that social distancing can be accomplished, according to current Centers for Disease Control recommendations relative to COVID-19 and social distancing, regardless of where the individuals are receiving homeless shelter services. Additionally, the Contractor will provide quarantine services at a separate location, ensuring social distancing and sanitation practices are, based on Centers for Disease Control recommendations, practice by staff as well as individuals receiving quarantine shelter services.

Contracted services include outreach services that include providing residents in at least four (4) targeted encampments in Manchester receive breakfast and dinner on a daily basis during the pandemic or through August 1, 2020. The Contractor will provide up to 75 breakfasts and 75 dinners on a daily basis, seven days a week.

As referenced in Exhibit A, Revisions to Standard Contract Provisions of the attached contract, the parties have the option to extend the agreement for up one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Area Served: City of Manchester

Respectfully submitted,



Lori A. Shibinette
Commissioner

Subject: Decompression and Quarantine Services for Manchester – COVID19 (SS-2020-OCOM-05)

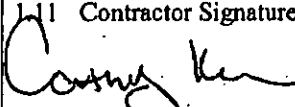
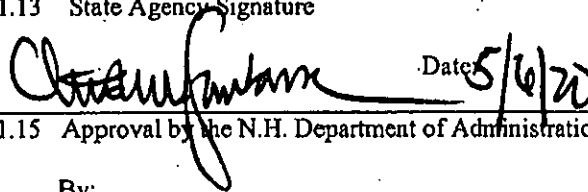
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 FIT/NHNH, INC.		1.4 Contractor Address 122 Market Street Manchester, NH 03101	
1.5 Contractor Phone Number (603) 641-6685	1.6 Account Number 05-95-95-950010- 56760000-103-502664- 95010998	1.7 Completion Date August 1, 2020	1.8 Price Limitation \$796,721
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: May 4, 2020		1.12 Name and Title of Contractor Signatory Cathy Kuhn, Co-Interim Executive Leaders	
1.13 State Agency Signature  Date: 5/6/20		1.14 Name and Title of State Agency Signatory Christine L. Santaniello Director DEHS	
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: /s/ Christen Lavers On: 5/12/20			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials CK
 Date May 4, 2020

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, Subparagraph 3.1, 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 April 12, 2020 ("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 one (1) additional year(s) 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 9, Termination, is amended by adding Subparagraph 9.3, as follows:
 - 9.3. In the event that services in the contract are no longer needed, due to the resolution of the COVID 19 Pandemic, the contract shall be terminated immediately upon written notification of the State to the Contractor.
- 1.4. 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 how corrective action shall be managed if the subcontractor's performance is inadequate. 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.



Scope of Services

1. Statement of Work – Decompression Services

- 1.1. The Contractor shall provide accommodations, beginning April 12, 2020, at St. Casmir's located at 456 Union Street, Manchester, New Hampshire 03103 in order to physically decompress the population being served at the New Horizon's Shelter.
- 1.2. The Contractor shall ensure individuals served at the New Horizons shelter have the option to participate in decompression services at the St. Casmir site. The Contractor shall ensure:
 - 1.2.1. Services at the New Horizons and St. Casmir shelters align with CDC recommendations relative to social distancing.
 - 1.2.2. Individuals currently receiving services at the New Horizons site who are temporarily relocated to the St. Casmir site continue to receive the same caliber of services afforded them at the New Horizons site.
- 1.3. The Contractor shall ensure social distancing and sanitation practices, based on CDC guidance, are practiced by staff as well as individuals receiving decompression shelter services. The Contractor shall:
 - 1.3.1. Provide opportunities for entertainment that maintain social distancing recommendations.
 - 1.3.2. Monitor the use of personal items, telephones, tablets, and other devices so that they are not shared between individuals.
 - 1.3.3. Monitor outside activities to ensure practice of social distancing.
 - 1.3.4. Monitor outside activities to ensure there is no sharing of items that include, but are not limited to:
 - 1.3.4.1. Smoking and/or vaping materials.
 - 1.3.4.2. Drinks.
 - 1.3.4.3. Food.
 - 1.3.4.4. Other items that may cause increased health and safety risks.
- 1.4. The Contractor shall provide clean linens and towels on a daily basis. The Contractor shall:
 - 1.4.1. Ensure dirty linens and towels are collected on a daily basis.
 - 1.4.2. Ensure clean linens and towels are available to individuals on a daily basis.
 - 1.4.3. Ensure cleaning products are provided to each individual to ensure individuals are able to sanitize their areas.

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EXHIBIT B



- 1.5. The Contractor shall ensure needs of each individual are addressed, which may include but is not limited to:
 - 1.5.1. Ensuring personal protective equipment is utilized by staff.
 - 1.5.2. Ensuring basic needs of each individual are met and, at a minimum, include a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in New Hampshire Revised Statutes Annotated (RSA) 126-A:26.
 - 1.5.3. Ensuring individuals have, at a minimum, two (2) changes of clothing, and personal, private space in which to change clothing on a daily basis to reduce cross contamination.
 - 1.5.4. Ensuring access to laundry services with hot water to clean personal clothing.
 - 1.5.5. Ensuring individuals are provided an opportunity to do laundry in a manner that does not commingle their laundry with laundry belong to other individuals' laundry.
 - 1.5.6. Ensuring other supportive services are provided, as appropriate.
 - 1.5.7. Ensuring individuals temporarily relocating to the St. Casimir site from New Horizons are provided with the same services afforded them at the New Horizons site.
- 1.6. The Contractor shall ensure individuals discharged from the St. Casimir site are transported to their shelter of origin, which may include but is not limited to:
 - 1.6.1. The New Horizons Shelter; or
 - 1.6.2. Permanent housing, when available; or
 - 1.6.3. The site from where the individual originated.

2. Statement of Work- Quarantine Services

- 2.1. The Contractor shall provide quarantine services at Angle's Shelter located at 434 Union Street, Manchester, New Hampshire, 03103, beginning May 2, 2020, for the purposes of isolating individuals who are homeless, or at the risk of being homeless, who:
 - 2.1.1. Are from the City of Manchester; and
 - 2.1.2. May have contracted COVID-19 based on signs and symptoms of the virus when no other state resource for quarantining is available; or
 - 2.1.3. May be awaiting COVID-19 test results; and
 - 2.1.4. Are referred for services by the State of New Hampshire.
- 2.2. The Contractor shall accept referrals from the State of New Hampshire and either:

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- 2.2.1. Transport individuals, as appropriate, to and from the site of services identified in Subsection 1.1, in accordance with Section 4, Transportation; or
- 2.2.2. Contact the Department for transportation of individuals, as appropriate, to and from the site of services identified in Subsection 1.1.
- 2.3. The Contractor shall conduct an intake of each individual not originating from New Horizons who is transported to the quarantine facility using the Homeless Management Information System (HMIS) intake field with additional information that includes, but is not limited to:
 - 2.3.1. Name.
 - 2.3.2. Community of origin.
 - 2.3.3. Date of admission.
 - 2.3.4. Date of anticipated discharge.
 - 2.3.5. List and dosages of medications.
 - 2.3.6. The assessment form completed by the Emergency Operations Center (EOC).
- 2.4. The Contractor shall comply with requirements that include, but are not limited to:
 - 2.4.1. Accepting individuals who are homeless and those at risk of homelessness regardless of their sobriety and other conditions, in accordance with federal Housing Urban Development (HUD) guidance for low threshold eligibility programs, which may include, but are not limited to:
 - 2.4.1.1. Mental health services.
 - 2.4.1.2. Medication stability.
 - 2.4.1.3. Sexual orientation.
 - 2.4.1.4. Vulnerability to illness.
 - 2.4.1.5. Vulnerability to victimization.
 - 2.4.1.6. Vulnerability to physical assault.
 - 2.4.1.7. Racial equality.
 - 2.4.1.8. Marital status.
 - 2.4.2. Entering data into the HMIS to collect client-level data and data on the provision of housing and services to homeless individuals, in accordance with the federal HUD data standards for emergency

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shelter. The data standards may be found at: <http://nh-hmis.org/sites/default/files/reference/NH-HMIS-PnP-112018.pdf>.

- 2.5. The Contractor shall ensure social distancing and sanitation practices are, based on Centers for Disease Control (CDC) recommendations, practiced by staff as well as individuals receiving quarantine shelter services. The Contractor shall:
 - 2.5.1. Provide opportunities for entertainment that maintain social distancing recommendations.
 - 2.5.2. Ensure personal items, telephones, tablets, and other devices are not shared between individuals.
 - 2.5.3. Monitor outside activities to ensure practice of social distancing.
 - 2.5.4. Monitor outside activities to ensure there is no sharing of items that include, but are not limited to:
 - 2.5.4.1. Smoking and/or vaping materials.
 - 2.5.4.2. Drinks.
 - 2.5.4.3. Food.
 - 2.5.4.4. Other items that may cause increased health and safety risks.
- 2.6. The Contractor shall provide clean linens and towels to individuals on a daily basis. The Contractor shall:
 - 2.6.1. Ensure dirty linens and towels are collected on a daily basis.
 - 2.6.2. Ensure clean linens and towels are available to individuals on a daily basis.
- 2.7. Ensure cleaning products are provided to each individual to ensure individuals are able to sanitize their areas.
- 2.8. The Contractor shall collaborate with the State of New Hampshire to ensure needs of the establishment are addressed, which may include but is not limited to:
 - 2.8.1. Ensuring personal protective equipment is utilized by staff.
 - 2.8.2. Ensuring basic needs of each individual are met and, at a minimum, include a safe, protective, and sanitary environment, on a short-term emergency or transitional basis, as described in New Hampshire Revised Statutes Annotated (RSA) 126-A:26.
 - 2.8.3. Ensuring individuals have, at a minimum, two (2) changes of clothing, and personal, private space in which to change clothing on a daily basis to reduce cross contamination.

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- 2.8.4. Ensuring access to laundry services with hot water to clean personal clothing.
- 2.8.5. Ensuring individuals are provided an opportunity to do laundry in a manner that does not comingle their laundry with laundry belonging to other individuals.
- 2.8.6. Ensuring individuals temporarily relocating to the Angie's Shelter site from New Horizons are provided with the same services afforded them at the New Horizons site.
- 2.9. The Contractor shall coordinate services with providers. The Contractor shall:
 - 2.9.1. Assist individuals with obtaining medications, as prescribed.
 - 2.9.2. Ensure the safety and security of individuals' specific medications in a manner that enables individuals to access their own medications for specified dosages and times indicated on the medication.
 - 2.9.3. Coordinate existing services with existing providers, as applicable.
 - 2.9.4. Assist individuals with accessing short-term services while in the quarantine shelter, which may include, but is not limited to:
 - 2.9.4.1. Mental health services.
 - 2.9.4.2. Substance use treatment.
 - 2.9.4.3. Medical care.
- 2.10. The Contractor shall ensure accommodations are available to each individual:
 - 2.10.1. For a minimum of three (3) days in cases where testing for COVID-19 occurs with negative results.
 - 2.10.2. For a minimum of fourteen (14) days in cases where no testing is conducted or in cases where testing for COVID-19 occurs with positive results.
 - 2.10.3. Who is exhibiting mild symptoms of COVID-19 for up to three (3) calendar days after presenting no fever or other symptoms of COVID-19.
- 2.11. The Contractor shall ensure a seamless transition plan for each individual upon discharge from Angie's Place.

3. Statement of Work – Outreach Services

- 3.1. The Contractor shall coordinate outreach services to the Manchester encampments beginning April 30, 2020, which includes, but is not limited to:
 - 3.1.1. Producing and providing an average of 150 meals a day, seven (7) days a week, inclusive of:
 - 3.1.1.1. 75 breakfasts daily; and

New Hampshire Department of Health and Human Services
Decompression and Quarantine Services for Manchester – COVID 19
EXHIBIT B



- 3.1.1.2. 75 dinners daily.
- 3.1.2. Packaging individual meals utilizing COVID-19 precautions to ensure food safety.
- 3.1.3. Delivering all meals to a minimum of four (4) camp locations.
- 3.2. The Contractor shall ensure food is arranged using local businesses in the City of Manchester.

4. Transportation

- 4.1. When feasible, the contractor shall provide or arrange for transportation to the sites from within the city.

5. Exhibits Incorporated

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

New Hampshire Department of Health and Human Services
Quarantine Services for Homeless Individuals
EXHIBIT C



Payment Terms

1. The State shall pay the Contractor an amount not to exceed Form P-37, Block 1.8 Price Limitation for the services provided by the Contractor pursuant to Exhibit B, Scope of Services
2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, in accordance with approved budget line items specified in Exhibits C-1, Budget.
3. The Contractor shall submit biweekly invoices that specify:
 - 3.1. A daily rate for staff salaries and benefits as follows:
 - 3.1.1. For Exhibit A Scope of Services Section 1 Decompression Services, \$2,144 not to exceed \$192,960 through the contract completion date.
 - 3.1.2. For Exhibit A Scope of Services Section 2 Quarantine Services, \$2,753 not to exceed \$247,770 through the contract completion date.
 - 3.1.3. For Exhibit A Scope of Services Section 3 Outreach Services, \$78 not to exceed \$7,020 through the contract completion date
 - 3.2. Cost reimbursement for actual costs incurred, in accordance with Exhibit C-1, Ancillary Services Budget St. Casmir through Exhibit C-2 Ancillary Services Budget Outreach Meals.
4. In lieu of hard copies, all Department-provided invoices may be assigned an electronic signature and emailed to Beth.Kelly@dhhs.nh.gov .
5. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
6. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services

New Hampshire Department of Health and Human Services
Quarantine Services for Homeless Individuals
EXHIBIT C



provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 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.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. 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.
 - 12.1.2. 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 \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department 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.
 - 12.3. 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.
 - 12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable

New Hampshire Department of Health and Human Services
Quarantine Services for Homeless Individuals
EXHIBIT C



for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

ck

Exhibit C-1 Ancillary Services Budget
St. Casmir

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: FIT/NHH, INC.

Budget Request for: Decompression Services for Manchester COVID 19

Budget Period: April 12, 2020 through July 11, 2020

Line Item	Total Program Cost		
	Direct	Indirect	Total
1. Weekly Deep Cleaning	\$ 13,790.00		\$ 13,790.00
2. Client Needs	\$ 3,000.00		\$ 3,000.00
3. Property Insurance	\$ 1,250.00		\$ 1,250.00
4. Supplies for cleaning, laundry and other services as approved by the Department	\$ 12,000.00		\$ 12,000.00
5. Food at \$5/meal	\$ 50,400.00		\$ 50,400.00
6. Utilities (heat, electric, water/sewer)	\$ 5,769.00		\$ 5,769.00
TOTAL	\$ 86,209.00	\$ -	\$ 86,209.00

Exhibit C-2 Ancillary Services Budget
Angle's Shelter

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: FIT/NHNNH, INC.

Budget Request for: Quarantine Services for Manchester COVID 19

Budget Period: May 2, 2020 through August 1, 2020

Line Item	Total Program Cost		
	Direct	Indirect	Total
1. Comcast Internet Speed Increase @ \$518 per month	\$ 1,554.00		\$ 1,554.00
2. Switch (1)	\$ 284.00		\$ 284.00
3. Wireless Access Points (4 @ \$195 each)	\$ 780.00		\$ 780.00
4. 16 32" CLASS-LED-3 Series Smart-Rocu TV @ \$130/each	\$ 2,080.00		\$ 2,080.00
5. Wiring	\$ 2,500.00		\$ 2,500.00
6. Transportation	\$ 500.00		\$ 500.00
7. Client Needs	\$ 3,000.00		\$ 3,000.00
8. Fire Panel	\$ 5,000.00		\$ 5,000.00
9. Fit-up Expenses (keys, air conditions, fire alarm testing and other expenses as approved by the Department)	\$ 12,450.00		\$ 12,450.00
10. Grounds Maintenance	\$ 3,000.00		\$ 3,000.00
11. Pest Control	\$ 2,000.00		\$ 2,000.00
12. Property Insurance	\$ 1,250.00		\$ 1,250.00
13. Supplies (cleaning, laundry and other supplies as approved by the Department)	\$ 12,000.00		\$ 12,000.00
14. Food at \$5/meal	\$ 21,420.00		\$ 21,420.00
15. Utilities (heat, electric, water/sewer)	\$ 5,769.00		\$ 5,769.00
TOTAL	\$ 73,587.00	\$ -	\$ 73,587.00

Contractor Initials: CK

Date: May 4, 2020

Exhibit C-3 Ancillary Services Budget
Outreach Meals

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder/Program Name: FIT/NHNNH, INC.

Budget Request for: Outreach Meals for Manchester COVID 19

Budget Period: April 30, 2020 through July 29, 2020

Line/Item	Total Program Cost		
	Direct	Indirect	Total
1. Food (Inclusive of delivery - \$10/breakfast and \$15/dinner for 75 People	\$ 189,000.00		\$ 189,000.00
2. Travel	\$ 175.00		\$ 175.00
TOTAL	\$ 189,175.00	\$ -	\$ 189,175.00



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

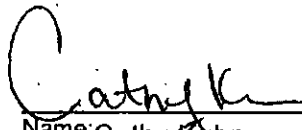
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements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

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

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

Vendor Name: FIT/NHNNH, Inc.

May 4, 2020
Date


Name: Cathy Kuhn
Title: Co-Interim Executive Leaders



CERTIFICATION REGARDING LOBBYING

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

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

Programs (Indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name: FIT/NHNN, Inc.

May 4, 2020

Date

Name: Cathy Kuhn

Title: Co-Interim Executive Leaders



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

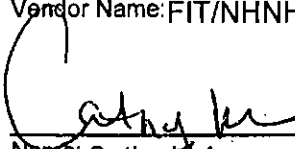
LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: FIT/NHNN, Inc.

May 4, 2020

Date


Name: Cathy Kuhn
Title: Co-Interim Executive Leaders



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

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

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

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

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

Exhibit G

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

Vendor Initials

CU

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

May 4, 2020

Date

Vendor Name: FIT/NHNNH, Inc.

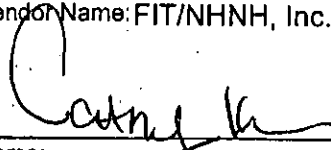

Name: Cathy Kuhn
Title: Co-Interim Executive Leaders

Exhibit G

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: FIT/NHNNH, Inc.

May 4, 2020

Date

Name: Cathy Kuhn

Title: Co-Interim Executive Leaders



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

FIT/NHNN, Inc.
Name of the Contractor

Christine L. Santaniello
Signature of Authorized Representative

Cathy Kuhn
Signature of Authorized Representative

Christine L. Santaniello
Name of Authorized Representative

Cathy Kuhn
Name of Authorized Representative

Director DEHS
Title of Authorized Representative

Co-Interim Executive Leaders
Title of Authorized Representative

5/4/20
Date

May 4, 2020
Date



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

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

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

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

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

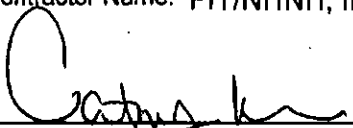
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

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

Contractor Name: FIT/NHNNH, Inc.

May 4, 2020

Date


Name: Cathy Kuhn
Title: Co-Interim Executive Leaders



FORM A

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

1. The DUNS number for your entity is: 825360399
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

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

_____ NO _____ YES

If the answer to #3 above is YES, stop here

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

B. Disposition.

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

IV. PROCEDURES FOR SECURITY

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- 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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

CK

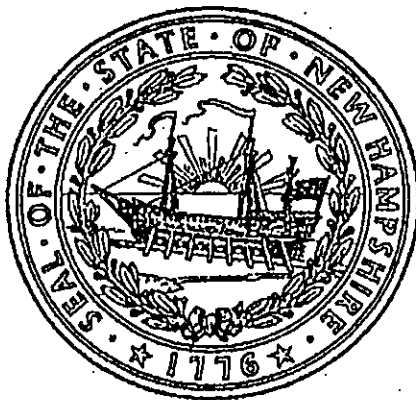
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FIT/NHNH, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 13, 1994. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 207982

Certificate Number: 0004885897



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of April A.D. 2020.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Scott Ellison, 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 FIT/NHNNH, 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 May 4, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

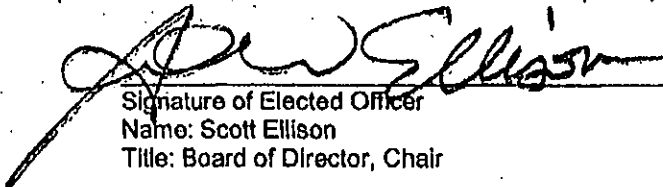
VOTED: That Cathy Kuhn, Co-Interim Executive Leaders (may list more than one person)
(Name and Title of Contract Signatory)

Is duly authorized on behalf of FIT/NHNNH, 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 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: May 4, 2020


Signature of Elected Officer
Name: Scott Ellison
Title: Board of Director, Chair



FAMIINT-01

DBEAUDOIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/2020

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

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

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME:	
	PHONE (A.C. No. Ext): (603) 225-6611	FAX (A.C. No.): (603) 225-7935
	EMAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Insurance Company	23850
	INSURER B: Granite State Health Care & Human Services Self Insured Group	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
FIT/NHH, Inc.
122 Market St
Manchester, NH 03101

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PHPK2077895	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2077898	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB705684	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			HCHS20200000187	2/1/2020	2/1/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK2077895	1/1/2020	1/1/2021	Each Occurrence 1,000,000
A	Professional Liability			PHPK2077895	1/1/2020	1/1/2021	Aggregate 3,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Donna P. Beaudoin



Families in Transition

Providing a Home Building Hope.

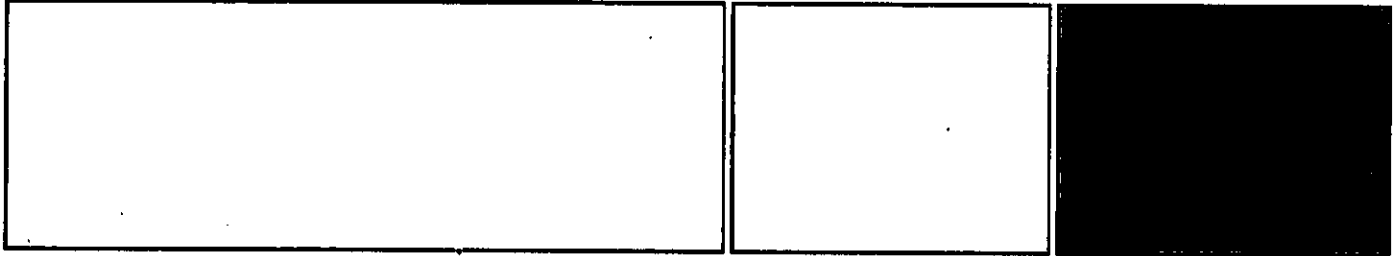


FOR NEW HAMPSHIRE, INC.

SOUP KITCHEN • FOOD PANTRY • HOMELESS SHELTERS

Our Mission

The mission of FIT/NHNNH is to provide hunger relief, emergency shelter, safe affordable housing, and supportive services to individuals and families who are homeless or in need, enabling them to gain self-sufficiency and respect.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

December 31, 2019

(With Comparative Totals for 2018)

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
FIT/NHNN, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of FIT/NHNN, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2019 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.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2019, and the consolidated changes in their net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Report on Summarized Comparative Information

We have previously audited the Organization's 2018 consolidated financial statements and, in our report dated March 18, 2019, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2018 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2019, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. 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 U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Changes in Accounting Principles

As discussed in Note 1 to the consolidated financial statements, in 2019 the Organization adopted new accounting guidance, Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*, and FASB ASU No. 2018-08, *Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made*. Our opinion is not modified with respect to these matters.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
March 31, 2020

FIT/NHNN, INC. AND SUBSIDIARIES

Consolidated Statement of Financial Position

December 31, 2019

(With Comparative Totals for December 31, 2018)

	<u>2019</u>	<u>2018</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 2,522,454	\$ 1,598,033
Accounts receivable	67,501	52,211
Grants and contributions receivable	589,218	786,343
Prepaid expenses	65,512	80,007
Due from related parties	-	35,613
Other current assets	<u>59,367</u>	<u>48,110</u>
Total current assets	3,304,052	2,600,317
Replacement reserves	428,390	336,578
Reserve cash designated for properties	1,012,597	718,154
Investments	1,123,413	1,336,584
Investment in related entity	1,000	1,000
Asset held for sale	-	429,779
Property and equipment, net	32,788,053	28,530,819
Development in process	155,686	3,605,450
Other assets	<u>80,638</u>	<u>198,473</u>
Total assets	\$ <u>38,893,829</u>	\$ <u>37,757,154</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	\$ 317,739	\$ 1,116,180
Accounts payable	167,557	249,907
Accrued expenses	372,038	348,095
Due to related entity	-	35,613
Line of credit	-	145,000
Other current liabilities	<u>59,671</u>	<u>82,475</u>
Total current liabilities	917,005	1,977,270
Long-term debt, net of current portion and unamortized deferred costs	<u>15,610,670</u>	<u>13,604,017</u>
Total liabilities	<u>16,527,675</u>	<u>15,581,287</u>
Net assets		
Without donor restrictions - controlling interest	19,284,224	17,778,833
Without donor restrictions - noncontrolling interest	<u>2,602,333</u>	<u>3,209,398</u>
Total without donor restrictions	21,886,557	20,988,231
With donor restrictions	<u>479,597</u>	<u>1,187,636</u>
Total net assets	<u>22,366,154</u>	<u>22,175,867</u>
Total liabilities and net assets	\$ <u>38,893,829</u>	\$ <u>37,757,154</u>

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

FIT/NHNN, INC. AND SUBSIDIARIES
Consolidated Statement of Activities
Year Ended December 31, 2019
(With Comparative Totals for the Year Ended December 31, 2018)

	Without Donor Restrictions - Controlling Interest	Without Donor Restrictions - Noncontrolling Interest	Total Without Donor Restrictions	With Donor Restrictions	Total 2019	Total 2018
Revenue and support						
Federal, state and other grant support	\$ 4,285,362	\$ -	\$ 4,285,362	\$ 344,151	\$ 4,629,513	\$ 5,115,154
Rental income, net of vacancies	2,359,730	-	2,359,730	-	2,359,730	2,021,465
Thrift store sales	573,355	-	573,355	-	573,355	616,565
Public support	2,050,951	-	2,050,951	-	2,050,951	855,830
Tax credit revenue	268,238	-	268,238	-	268,238	60,000
Special events	518,237	-	518,237	-	518,237	526,910
Developer fees	101,545	-	101,545	-	101,545	68,463
VISTA program revenue	75,368	-	75,368	-	75,368	93,734
Unrealized gain (loss) on investments	252,431	-	252,431	-	252,431	(168,848)
Gain (loss) on disposal of assets	210,190	-	210,190	-	210,190	(10,115)
Interest income	19,326	-	19,326	-	19,326	38,634
In-kind donations	105,484	-	105,484	-	105,484	14,429
Investment income	21,969	-	21,969	-	21,969	99,783
Forgiveness of debt	131,267	-	131,267	-	131,267	131,267
Medicaid reimbursements	674,861	-	674,861	-	674,861	521,957
Other income	226,640	-	226,640	-	226,640	279,420
Net assets released from restrictions	752,336	-	752,336	(752,336)	-	-
Total revenue and support	<u>12,627,290</u>	<u>-</u>	<u>12,627,290</u>	<u>(408,185)</u>	<u>12,219,105</u>	<u>10,264,648</u>
Expenses						
Program activities						
Housing	9,524,438	-	9,524,438	-	9,524,438	8,390,926
Thrift store	417,963	-	417,963	-	417,963	686,374
Total program activities	9,942,401	-	9,942,401	-	9,942,401	9,077,300
Fundraising	1,000,388	-	1,000,388	-	1,000,388	1,131,941
Management and general	1,078,712	-	1,078,712	-	1,078,712	897,234
Total expenses	<u>12,021,501</u>	<u>-</u>	<u>12,021,501</u>	<u>-</u>	<u>12,021,501</u>	<u>11,106,475</u>
Excess (deficiency) of revenue and support over expenses	605,789	-	605,789	(408,185)	197,604	(841,827)
Grants and contributions for capital projects	-	-	-	-	-	560,790
Net assets released for capital projects	299,854	-	299,854	(299,854)	-	-
Effect of consolidation of affiliate	-	-	-	-	-	3,430,951
Partnership distributions	(6,585)	(732)	(7,317)	-	(7,317)	-
Transfer of noncontrolling interest resulting from dissolution of a Limited Partnership	220,105	(220,105)	-	-	-	-
Change in net assets	1,119,163	(220,837)	898,326	(708,039)	190,287	3,149,914
Change in net assets attributable to noncontrolling interest in subsidiaries	386,228	(386,228)	-	-	-	-
Change in net assets after reclassification of portion attributable to noncontrolling interest	1,505,391	(607,065)	898,326	(708,039)	190,287	3,149,914
Net assets, beginning of year	17,778,833	3,209,398	20,988,231	1,187,636	22,175,867	19,025,953
Net assets, end of year	<u>\$ 19,284,224</u>	<u>\$ 2,602,333</u>	<u>\$ 21,886,557</u>	<u>\$ 479,597</u>	<u>\$ 22,366,154</u>	<u>\$ 22,175,867</u>

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

FIT/NHNN, INC. AND SUBSIDIARIES

Consolidated Statement of Functional Expenses

Year Ended December 31, 2019

(With Comparative Totals for the Year Ended December 31, 2018)

	<u>Program Activities</u>			<u>Management and General</u>	<u>2019 Total</u>	<u>2018 Total</u>
	<u>Housing</u>	<u>Thrift Store</u>	<u>Fundraising</u>			
Salaries and benefits						
Salaries and wages	\$ 4,042,182	\$ 248,403	\$ 400,818	\$ 603,736	\$ 5,295,139	\$ 4,682,814
Employee benefits	430,575	11,728	41,883	62,042	546,228	517,504
Payroll taxes	<u>299,750</u>	<u>19,882</u>	<u>30,036</u>	<u>44,292</u>	<u>393,960</u>	<u>353,589</u>
Total salaries and benefits	4,772,507	280,013	472,737	710,070	6,235,327	5,553,907
Other expenses						
Advertising	21,315	29,076	2,441	3,662	56,494	59,032
Application and permit fees	522	-	52	4,341	4,915	1,620
Bad debts	13,402	-	-	-	13,402	28,100
Bank charges	7,982	7,466	872	5,554	21,874	20,865
Condominium association fees	12,072	-	-	-	12,072	-
Consultants	37,115	2,714	4,168	5,377	49,374	29,481
Depreciation	1,024,398	10,304	131,224	73,404	1,239,330	1,111,930
Events	1,789	385	145,581	-	147,755	167,049
Food	124,060	-	-	-	124,060	-
General insurance	146,654	2,331	15,214	11,245	175,444	155,880
Grant expense	-	-	-	-	-	59,149
Interest expense	218,845	660	1,615	538	221,658	229,713
Management fees	6,724	-	-	-	6,724	6,622
Meals and entertainment	3,498	-	466	783	4,747	6,122
Membership dues	6,728	-	757	1,136	8,621	15,989
Merger expenses	110,014	-	-	36,672	146,686	137,747
Office supplies	176,001	8,895	21,594	32,098	238,588	370,155
Participant expenses	139,602	-	-	-	139,602	117,718
Postage	12,557	8	1,493	2,182	16,240	13,365
Printing	35,759	982	4,311	6,309	47,361	40,717
Professional fees	158,731	4,000	12,014	37,895	212,640	169,823
Rental subsidies	332,635	-	-	-	332,635	332,270
Repairs and maintenance	576,605	26,813	73,992	43,911	721,321	462,762
Shelter expense	-	-	-	-	-	166,891
Staff development	34,768	200	4,376	6,538	45,882	39,034
Taxes	365,503	1,709	-	-	367,212	315,920
Technology support	169,707	525	20,752	30,914	221,898	244,811
Telephone	111,116	2,618	9,421	13,981	137,136	112,921
Travel	37,152	2,326	4,881	7,299	51,658	54,172
Utilities	534,278	22,308	60,222	26,851	643,659	613,495
VISTA program	208,887	-	-	-	208,887	320,859
Workers' compensation	<u>123,512</u>	<u>14,630</u>	<u>12,205</u>	<u>17,952</u>	<u>168,299</u>	<u>148,356</u>
Total expenses	\$ 9,524,438	\$ 417,963	\$ 1,000,388	\$ 1,078,712	\$12,021,501	\$11,106,475

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

FIT/NHNN, INC. AND SUBSIDIARIES

Consolidated Statement of Cash Flows

Year Ended December 31, 2019

(With Comparative Totals for the Year Ended December 31, 2018)

	<u>2019</u>	<u>2018</u>
Cash flows from operating activities		
Change in net assets	\$ 190,287	\$ 3,149,914
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	1,253,461	1,125,127
Grants and contributions for capital projects	-	(560,790)
Effect of consolidation of affiliate, net of cash held by consolidated affiliate of \$326,551	-	(3,104,400)
Forgiveness of debt	(131,267)	(131,267)
Unrealized (gain) loss on investments	(252,431)	168,848
(Gain) loss on disposal of assets	(210,190)	10,115
(Increase) decrease in:		
Accounts receivable	(15,290)	42,130
Grants and contributions receivable	197,125	(334,679)
Prepaid expenses	14,495	(39,301)
Other assets	106,578	(119,810)
(Decrease) increase in:		
Accounts payable	(82,350)	(21,258)
Accrued expenses	23,943	84,806
Due to related party	(35,613)	35,613
Other current liabilities	(22,804)	32,971
Net cash provided by operating activities	<u>1,035,944</u>	<u>338,019</u>
Cash flows from investing activities		
Repayments from (advances to) related parties	35,613	(35,613)
Proceeds from sale of investments	465,602	275,024
Investment in development in process	(523,132)	(1,515,419)
Proceeds from disposal of assets	846,634	-
Acquisition of property and equipment	<u>(1,730,333)</u>	<u>(2,476,109)</u>
Net cash used by investing activities	<u>(905,616)</u>	<u>(3,752,117)</u>
Cash flows from financing activities		
Grants and contributions for capital projects	-	560,790
Net (repayments on) borrowings from line of credit	(145,000)	145,000
Proceeds from long-term borrowings	2,127,975	3,507,201
Payment of financing costs	(31,409)	-
Payments on long-term debt	<u>(771,218)</u>	<u>(223,019)</u>
Net cash provided by financing activities	<u>1,180,348</u>	<u>3,989,972</u>
Net increase in cash and cash equivalents	1,310,676	575,874
Cash, cash equivalents and restricted cash, beginning of year	<u>2,652,765</u>	<u>2,076,891</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$ 3,963,441</u>	<u>\$ 2,652,765</u>
Breakdown of cash, cash equivalents and restricted cash, end of year		
Cash and cash equivalents	\$ 2,522,454	\$ 1,598,033
Replacement reserves	428,390	336,578
Reserve cash designated for properties	<u>1,012,597</u>	<u>718,154</u>
	<u>\$ 3,963,441</u>	<u>\$ 2,652,765</u>
Supplemental disclosure		
Property and equipment transferred from development in process	<u>\$ 3,972,896</u>	<u>\$ 2,222,138</u>
Interest paid	<u>\$ 221,658</u>	<u>\$ 229,713</u>

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

FIT/NHNN, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

Organization

In May 1994, Families in Transition, Inc. was incorporated as a New Hampshire nonprofit to provide housing and comprehensive social services to individuals and families who are homeless or at risk of becoming homeless in certain areas of southern New Hampshire.

Effective January 1, 2018, Families in Transition, Inc. merged with New Horizons for New Hampshire, Inc. (NHHN) to form FIT/NHNN, Inc. (FIT/NHNN or the Organization). As a result of the merger, FIT/NHNN created an integrated system of care that provides an increased supply of affordable housing for those most in need, sustains positive outcomes through the incorporation of evidence based practices proven to meet identified needs and goals, identifies areas for systemic and programmatic improvements through the use of consistent and accurate data to regularly measure success, and provide an integrated system of care to prevent homelessness when possible and rapidly rehouse those who become homeless, including both the chronically homeless and families with children. The merger resulted in a contribution of net assets in 2018 as follows:

Cash and cash equivalents	\$ 326,551
Other current assets	63,438
Cash surrender value of life insurance	33,676
Investments	1,780,456
Property and equipment, net	1,396,197
Accounts payable and accrued payroll	(95,950)
Notes payable	<u>(73,417)</u>
Fair value of net assets acquired	<u>\$ 3,430,951</u>

The fair value of the identifiable assets exceeded the fair value of the liabilities assumed; as a result, a contribution was recognized. There was no consideration transferred from NHHN.

The Organization directly owns and operates housing programs in facilities located on Amherst Street, Spruce Street, Lake Avenue and Douglas Street in Manchester, New Hampshire. Additional housing facilities are owned and operated by several limited partnerships of which the Organization, or one of its subsidiaries, is the sole general partner. These limited partnerships include Bicentennial Families Concord Limited Partnership (Bicentennial), located at Bicentennial Square in Concord, New Hampshire; Family Bridge Limited Partnership (Family Bridge), located on Second Street in Manchester, New Hampshire; and Family Willows Limited Partnership (Family Willows), located on South Beech Street in Manchester, New Hampshire (collectively referred to as the Limited Partnerships).

During 2019, Bicentennial reached the end of its initial 15-year low-income housing tax credit compliance period. Effective September 20, 2019, New Hampshire Housing Equity Fund 2002 Limited Partnership and JPMorgan Chase, the limited partners, and Bicentennial Families Concord, Inc., the general partner, dissolved Bicentennial. As a result, the non-controlling interest was eliminated and the assets and liabilities of Bicentennial were transferred to the general partner. The general partner's parent, FIT/NHNN, then caused the assets to be contributed to, and the liabilities assumed by, Housing Benefits, Inc. (Housing Benefits), a subsidiary of FIT/NHNN.

FIT/NHNN, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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In 2008, the Organization created Housing Benefits, a Community Development Housing Organization, to identify and develop new housing units and refurbish existing units to meet the persistent need of combating homelessness. Completed housing units are located on School & Third Street, Lowell Street, Belmont Street, Market Street (Millyard I and Millyard II), Spruce Street and Hayward Street, in Manchester, New Hampshire as well as additional housing facilities located on Central Avenue in Dover, New Hampshire (Dover), Lehner Street in Wolfeboro, New Hampshire (Hope House), and at Bicentennial Square in Concord, New Hampshire (Bicentennial).

On April 12, 2019, HB-AH, LLC (HB-AH) was legally formed as a limited liability company organized under the laws of the State of New Hampshire which is treated as a disregarded entity for federal income tax purposes. HB-AH's purpose is to acquire, own, rent, operate and manage 23 residential apartments located in Manchester, New Hampshire. HB-AH is to operate exclusively to further the charitable purpose of Housing Benefits, HB-AH's sole member.

In 2012, the Organization became the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. MEH is the only family shelter in Manchester, New Hampshire.

The Organization also owns 100% of Family Outfitters, LLC (Outfitters), a limited liability corporation. At December 31, 2019, Outfitters operated an independent thrift store in Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for the Organization. During 2018, management made the decision to close a Concord, New Hampshire thrift store location.

In 2012, the Organization became the sole member of The New Hampshire Coalition to End Homelessness (NHCEH), a statewide entity, whose mission is to "eliminate the causes for homelessness through research, education and advocacy."

On May 25, 2018, the Organization organized Wilson Street Condominium Association (the Association). The Association was established for the purpose of maintaining and preserving a five unit premise located on Wilson Street in Manchester, New Hampshire. The Organization is the majority owner of the Association.

The Organization has several wholly-owned corporations which include Second Street Family Mill, Inc. (Family Mill), and Big Shady Tree, Inc. (Big Shady Tree) (collectively referred to as the General Partners), all of which are New Hampshire corporations. These wholly-owned corporations represent the .01% sole general partners in the Limited Partnerships, whereby Family Mill is a general partner of Family Bridge and Big Shady Tree is a general partner of Family Willows.

FIT/NHNN, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2019
(With Comparative Totals for December 31, 2018)

1. Summary of Significant Accounting Policies

Newly Adopted Accounting Principle and Reclassifications

In 2019, the Organization adopted Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*. This ASU requires an entity to present restricted cash with cash on the statement of cash flows. The impact of adoption on the consolidated statement of cash flows for the year ended December 31, 2018 is a decrease in cash used by investing activities of \$40,338, and an increase in cash and restricted cash, beginning of the year of \$1,014,394.

In July 2018, FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, to clarify and improve the accounting guidance for contributions received and contributions made. The amendments in this ASU assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of FASB Accounting Standards Codification (ASC) Topic No. 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other accounting guidance, and (2) distinguishing between conditional contributions and unconditional contributions. This ASU was adopted by the Organization for the year ended December 31, 2019. Adoption of the ASU did not have a material impact on the Organization's financial reporting.

Principles of Consolidation

Since the General Partners have control of the Limited Partnerships, in accordance with FASB ASC Topic 810-20-25, *Consolidation*, the financial statements of the Limited Partnerships are required to be consolidated with the Organization's consolidated financial statements. The limited partners' ownership interest is reported in the consolidated statement of financial position as noncontrolling interest.

The consolidated financial statements include the net assets of the Organization, the Limited Partnerships, Housing Benefits, HB-AH, MEH, Outfitters, NHCEH, the Association, and the General Partners. All significant inter-entity balances and transactions are eliminated in the accompanying consolidated financial statements.

Comparative Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classification. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2018 consolidated financial statements, from which the summarized information was derived.

FIT/NHNN, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

Use of Estimates

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

Basis of Presentation

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

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

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statement of activities.

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

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

FIT/NHNNH, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

Cash and Cash Equivalents

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

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

Property and Equipment

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation, less accumulated depreciation. The Organization's capitalization policy requires the capitalization of capital expenditures greater than \$1,000, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets, ranging from 5 to 30 years. Assets not in service are not depreciated.

Rental Income

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

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

FIT/NHHH, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

Volunteer Services

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2019 and 2018 is approximately \$1,030,000 and \$780,000, respectively.

Functional Expense Allocation

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

Income Taxes

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

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2019 and 2018, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

No provision for taxes on income is made in the Limited Partnerships' financial statements since, as partnerships, all taxable income and losses are allocated to the partners for inclusion in their respective tax returns.

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

FIT/NHNN, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

2. Availability and Liquidity of Financial Assets

As of December 31, 2019, the Organization has working capital, excluding current assets with donor restrictions of \$454,597, of \$1,932,450 and average days (based on normal expenditures) cash and cash equivalents on hand of 85.

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

	<u>2019</u>	<u>2018</u>
Financial assets:		
Cash and cash equivalents	\$ 2,522,454	\$ 1,598,033
Accounts receivable	67,501	52,211
Grants and contributions receivable	589,218	786,343
Due from related parties	-	35,613
Investments	<u>1,123,413</u>	<u>1,336,584</u>
Total financial assets	4,302,586	3,808,784
Donor-imposed restrictions:		
Restricted funds	<u>(479,597)</u>	<u>(1,187,636)</u>
Financial assets available at year end for current use	<u>\$ 3,822,989</u>	<u>\$ 2,621,148</u>

The Organization also has a line of credit available to meet short-term needs, as described in Note 5.

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

FIT/NHNN, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

3. Property and Equipment

Property and equipment consisted of the following:

	<u>2019</u>	<u>2018</u>
Land	\$ 3,764,378	\$ 3,646,598
Land improvements	650,360	602,600
Buildings and improvements	39,119,498	34,123,494
Furniture and fixtures	920,936	731,590
Equipment	604,425	558,032
Vehicles	361,153	347,711
Construction in progress	<u>850</u>	<u>12,229</u>
	45,421,600	40,022,254
Less: accumulated depreciation	<u>12,633,547</u>	<u>11,491,435</u>
Property and equipment, net	<u>\$ 32,788,053</u>	<u>\$ 28,530,819</u>

At December 31, 2019 and 2018, the Organization held \$37,087,574 and \$31,959,920, respectively, of land, land improvements, and buildings and improvements for the purpose of leasing to individuals. Accumulated depreciation on the land improvements, buildings and building improvements at December 31, 2019 and 2018 was \$9,284,428 and \$8,344,904, respectively.

4. Development in Process

At December 31, 2019, development in process consisted of various projects in process related to all of the properties owned by the Organization. As December 31, 2018, development in process consisted of costs related to the following:

Family Willows Recovery Housing Program

In response to the rising rates of opioid and other substance use issues throughout Manchester, New Hampshire and the State of New Hampshire, FIT/NHNN and Housing Benefits established The Manchester Recovery and Treatment Center (the Facility), a large-scale facility to curb the tide of substance misuse.

The Facility provides areas for agencies to provide substance use disorder treatments or services to those at varying stages of recovery. The Facility also includes Housing Benefit's Family Willows Recovery Housing Program (the Program) on the 2nd and 3rd floors. This Program provides 19 units of sober recovery housing, and accommodates approximately 40-50 women and their children. Residents in the Program have access to case management, continued outpatient treatment, self-help groups, employment workshops, and social events. Funding for the Facility was secured from the City of Manchester, NHHFA, Franklin Savings Bank, the Community Development Finance Authority (CDFA) and private foundations. Construction was completed and the Facility was placed into service in 2019.

FIT/NHNN, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2019

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5. Line of Credit

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of \$350,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4% (4.75% at December 31, 2019). As of December 31, 2018, the outstanding balance was \$145,000. There was no outstanding balance as of December 31, 2019.

6. Long-Term Debt

Long-term debt consisted of the following:

	<u>2019</u>	<u>2018</u>
A mortgage loan payable to NHHFA in monthly payments of \$680, including interest at 1% and an escrow of \$289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	\$ 50,142	\$ 53,707
A note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	163,283	163,283
A mortgage loan payable to St. Mary's Bank in monthly payments of \$883, including interest at 5.00% for five years. After five years, the interest rate adjusts to match the then current Federal Home Loan Bank of Boston 5-year, 20-year amortizing rate plus 2.50%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in May 2034. The Organization refinanced this note in 2019.	104,019	113,185
A mortgage loan payable to TD Bank, N.A. in monthly payments of \$1,359, including interest at 4.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.	48,028	59,226
A mortgage loan payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.	207,307	217,397

FIT/NHHH, INC. AND SUBSIDIARIES

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<p>A mortgage note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.</p>	<p>135,156</p>	<p>141,664</p>
<p>A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2034. This is nonrecourse.</p>	<p>85,018</p>	<p>85,018</p>
<p>A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Bicentennial property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the \$85,018 note payable.</p>	<p>336,955</p>	<p>336,955</p>
<p>A noninterest bearing note payable by Housing Benefits to Merrimack County, collateralized by Bicentennial property and various financing instruments. The note is due and payable in full in May 2033.</p>	<p>260,000</p>	<p>260,000</p>
<p>A noninterest bearing note payable by Housing Benefits to NHHFA, collateralized by Millyard II property and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This loan is nonrecourse.</p>	<p>445,068</p>	<p>449,877</p>
<p>A mortgage note payable by Housing Benefits to NHHFA, collateralized by Millyard II property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.</p>	<p>207,057</p>	<p>220,274</p>
<p>A note payable by Housing Benefits to the City of Manchester, New Hampshire, collateralized by Millyard II property and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow, as defined. In any year where the Debt Coverage Ratio, as defined, exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is nonrecourse.</p>	<p>226,725</p>	<p>226,725</p>

FIT/NHNN, INC. AND SUBSIDIARIES

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<p>A noninterest bearing note payable by Housing Benefits to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by Millyard II property. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.</p>	250,000	250,000
<p>A mortgage note payable by Housing Benefits to the City of Manchester Community Improvement Program, collateralized by Millyard Families I real estate. The note is noninterest bearing and is due and payable in January 2027.</p>	230,000	230,000
<p>A second mortgage note payable by Housing Benefits to CDFA, collateralized by Millyard Families I real estate. Monthly payments of \$1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.</p>	32,773	45,430
<p>A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.</p>	850,000	850,000
<p>A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of \$3,953 include principal and interest at 4.33%. The note is payable in full in November 27, 2023 and is guaranteed by FIT/NHNN, Inc. and Family Mill.</p>	415,323	432,921
<p>A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is noninterest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is nonrecourse.</p>	600,000	600,000
<p>A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.</p>	516,277	543,384
<p>A note payable by Family Willows to the City of Manchester, New Hampshire. The note is noninterest bearing and has an annual payment of \$9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is nonrecourse.</p>	81,817	90,908

FIT/NHNN, INC. AND SUBSIDIARIES

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<p>A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of \$1,882 include principal and interest at 4.75%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT/NHNN, Inc. and Big Shady Tree.</p>	251,100	263,103
<p>A mortgage note payable by Housing Benefits to NHHFA, collateralized by School & Third Street real estate and personal property. Monthly payments of \$2,775 include principal and interest at 8% per annum. The note is due in February 2021.</p>	40,664	69,285
<p>A second mortgage note payable by Housing Benefits to NHCLF, collateralized by School & Third Street real estate and personal property. The note bears no interest and monthly payments of \$2,775 will commence on April 15, 2021 and continue until maturity in October 2039.</p>	617,613	617,613
<p>A mortgage note payable by Housing Benefits to NHHFA, collateralized by Belmont Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.</p>	413,735	413,575
<p>A privately-financed mortgage note collateralized by property located at South Main Street in Concord, New Hampshire. Monthly payments of \$3,158 include principal and interest at 6.25% per annum. The property was sold and the note was paid in 2019.</p>	-	332,432
<p>A mortgage note payable from Housing Benefits to NHHFA, collateralized by Lowell Street real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.</p>	34,628	34,628
<p>A second, noninterest bearing, mortgage note payable from Housing Benefits to the City of Manchester, New Hampshire, collateralized by Lowell Street real estate. Annual payments equal to the greater of 25% of net cash flow, as defined, or \$4,000 commenced in October 2012 and continue until the maturity date in June 2041.</p>	160,022	168,022

FIT/NHNN, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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(With Comparative Totals for December 31, 2018)

<p>A noninterest bearing promissory note payable from Housing Benefits to NHHFA collateralized by a mortgage and security agreement on Lowell Street real estate. The note is to be forgiven 1/15th annually over the low-income housing tax credit compliance period which ends in 2026, subject to compliance with certain requirements. During 2019 and 2018, \$131,267 was recognized as revenue and support in the consolidated statement of activities.</p>	<p>853,230</p>	<p>984,497</p>
<p>A mortgage note payable from Housing Benefits to NHHFA, collateralized by Dover real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.</p>	<p>216,148</p>	<p>216,672</p>
<p>A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due annually by October 1. The note is due in full by October 1, 2045.</p>	<p>572,808</p>	<p>582,808</p>
<p>A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of \$2,137 include principal and interest at 4.35%. The note is due in full by April 2024. The Organization refinanced this note in 2019.</p>	<p>386,216</p>	<p>388,731</p>
<p>A vehicle loan payable in monthly payments of \$488, including interest at 4.06%. The loan is due in September 2020 and is collateralized by the related vehicle.</p>	<p>4,237</p>	<p>9,892</p>
<p>A vehicle loan payable in monthly payments of \$760, including interest at 5.374%. The loan is due in November 2020 and is collateralized by the related vehicle.</p>	<p>5,989</p>	<p>13,979</p>
<p>A vehicle loan payable in monthly payments of \$308, including interest at 4.75%. The loan is due in October 2023 and is collateralized by the related vehicle.</p>	<p>12,930</p>	<p>-</p>

FIT/NHNN, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2045.	750,000	750,000
A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of \$1,091 include principal and interest at 4.25%. The note is due in full by January 2040.	177,428	183,916
A mortgage note payable to Peoples United Bank, collateralized by Hope House. Monthly payments of \$2,270 include principal and interest at 4.94%. The note is due in full by January 2027.	373,411	382,018
A construction loan payable to Franklin Savings Bank, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. Housing Benefits has the ability to draw up to \$825,000 on the promissory note. Monthly payments including principal, interest and escrow of \$7,003 are due over a 30 year period starting September 2018 at 4.90% interest.	724,146	770,113
A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located at 267 Wilson Street, Manchester, New Hampshire. The note has a borrowing limit of \$720,000. Annual payments in amounts equal to 25% of surplus cash. The note is due in full by November 1, 2047.	720,000	692,891
Three vehicle loans collateralized by an activity bus payable to Ford Credit in monthly payments of \$392 at 5.90% annual interest rate. The loan is due and payable in March 2022.	28,611	40,633
A noninterest bearing mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 267 Wilson Street, 2nd Floor. The note has a borrowing limit of \$1,655,323. As costs are incurred Housing Benefits is to be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow, as defined, or \$5,000 are due by October 1 commencing October 1, 2019. The note is due in full by October 1, 2047.	1,458,182	1,133,816

FIT/NHNN, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

<p>A noninterest bearing mortgage note payable to the City of Manchester, collateralized by real estate located at 267 Wilson Street, 3rd Floor. The note is funded by the City of Manchester's Community Improvement Program and the City of Manchester's Affordable Housing Trust Funds. The note has a borrowing limit of \$531,252. As costs are incurred, Housing Benefits is to be reimbursed by the City of Manchester. Annual payments in the amount of 25% of net cash flow, as defined, are due by October 1 commencing October 1, 2019. The note is due in full by December 1, 2047.</p>	531,252	495,225
<p>A noninterest bearing construction loan payable to NHHFA, collateralized by real estate located in Wolfeboro, New Hampshire. The note has a borrowing limit of \$780,000. Annual payments in amounts equal to 25% of surplus cash. The note is due in full by December 1, 2047.</p>	780,000	780,000
<p>A mortgage note payable to NHHFA and is collateralized by the real estate and personal property. The mortgage is insured by the U.S Department of Housing and Urban Development through the Housing Finance Agency Risk Sharing Program authorized by Section 542(c) of the Housing and Community Development Act of 1992. Monthly payments of \$6,745 are due for principal and interest at 4.20%. All remaining principal is due on May 1, 2059.</p>	1,558,090	-
<p>A technical assistance note payable to NHHFA to provide support to the Organization for renovations at Angie's Shelter. If the renovation project is approved, NHHFA is expected to be the lead lender on renovations. If the renovation project is not approved NHHFA will forgive the borrowings. The noninterest bearing note payable is due at the time of closing on the construction loan.</p>	41,627	13,879
<p>A noninterest bearing note payable to the City of Manchester Community Improvement Program through the Affordable Housing Trust Funds, collateralized by real estate located at 199 Manchester Street. Annual payments of \$6,000 are due by October 1 commencing October 1, 2010. The note was paid off in 2019.</p>	-	6,000

FIT/NHNN, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

**December 31, 2019
(With Comparative Totals for December 31, 2018)**

A note payable to CDFA, collateralized by real estate located at 199 Manchester Street, Manchester, New Hampshire. Principal only payments are due for the first 18 months, at which time monthly payments include principal and interest at 2.0% will be required until December 2021.

	<u>28,924</u>	<u>46,767</u>
	15,985,939	14,760,449
Less current portion	317,739	1,116,180
Less unamortized deferred costs	<u>57,530</u>	<u>40,252</u>
	<u>\$ 15,610,670</u>	<u>\$13,604,017</u>

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

Principal maturities of the above notes over the next five years and thereafter are as follows:

2020	\$ 317,739
2021	245,311
2022	223,202
2023	544,247
2024	663,538
Thereafter	<u>13,991,902</u>
	<u>\$ 15,985,939</u>

Interest expense charged to operations, including amortization of deferred costs of \$14,131, was \$221,658 and \$229,713 in 2019 and 2018, respectively.

FIT/NHNN, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

7. Net Assets

At December 31, 2019 and 2018, net assets without donor restrictions are fully available to support operations of the Organization.

Net assets with donor restrictions were as follows:

	<u>2019</u>	<u>2018</u>
Investments to be maintained in perpetuity, income is to support general operations	\$ <u>25,000</u>	\$ <u>25,000</u>
Funds maintained with donor restrictions temporary in nature:		
The Family Place - services	81,933	53,540
Scholarships	8,764	8,264
VISTA program	-	48,118
Housing programs	37,500	-
Direct care for clients	88,784	95,410
Community Gardens	-	10,333
Hope House	21,067	131,440
Family Willows Recovery Housing Program	-	264,238
NHNN merger	12,779	345,003
Substance use disorder services	119,760	170,677
NHNN programs	17,344	35,613
Passage of time	<u>66,666</u>	<u>-</u>
Total funds maintained with donor restrictions temporary in nature	<u>454,597</u>	<u>1,162,636</u>
Total net assets with donor restrictions	\$ <u>479,597</u>	\$ <u>1,187,636</u>

FIT/NHNN, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2019

(With Comparative Totals for December 31, 2018)

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

	<u>2019</u>	<u>2018</u>
Satisfaction of purpose restrictions:		
Operating releases		
The Family Place - services	\$ 26,607	\$ -
Scholarships	-	3,500
VISTA program	48,116	57,325
Direct care for clients	71,083	84,324
Community Gardens	2,000	-
Hope House	107,175	-
NHNN merger	122,810	96,706
Substance use disorder services	374,438	45,324
NHNN programs	<u>107</u>	<u>5,746</u>
	<u>752,336</u>	<u>292,925</u>
Capital project releases		
Hope House	-	216,016
Family Willows Recovery Housing Program	264,238	143,796
NHNN programs	<u>35,616</u>	<u>-</u>
	<u>299,854</u>	<u>359,812</u>
	<u>\$ 1,052,190</u>	<u>\$ 652,737</u>

8. Commitments

Under the terms of the Limited Partnerships' Regulatory Agreements with NHHFA, each Limited Partnership is required to make deposits to various escrow accounts to fund expected future costs.

Each Limited Partnership has entered into a Land Use Restriction Agreement with NHHFA, as a condition of the allocation of low-income housing tax credits by NHHFA. Pursuant to the covenant, the Limited Partnerships are required to remain in compliance with Code Section 42 for the compliance period and an extended use period, unless terminated sooner.

FIT/NHNNH, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

**December 31, 2019
(With Comparative Totals for December 31, 2018)**

9. Retirement Plan

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed \$71,543 and \$63,053 during the years ended December 31, 2019 and 2018, respectively.

10. Noncontrolling Interest

Noncontrolling interest, as shown in the consolidated statement of financial position, represents investments by limited partners in the Limited Partnerships as follows:

<u>Limited Partner</u>	<u>Property</u>	<u>2019</u>	<u>2018</u>
New Hampshire Housing Equity Fund, Inc.	Bicentennial	\$ -	\$ 105,749
JP Morgan Chase	Bicentennial	-	213,791
BCCC, Inc.	Family Bridge	10	10
Boston Capital Corporate	Family Bridge	766,943	970,818
BCCC, Inc.	Family Willows	10	10
Boston Capital Midway	Family Willows	<u>1,835,370</u>	<u>1,919,020</u>
		<u>\$ 2,602,333</u>	<u>\$ 3,209,398</u>

11. Uncertainty

Subsequent to December 31, 2019, local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (COVID-19), by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impacts to the Organization as of March 31, 2020, management believes that a material impact on the Organization's consolidated financial position and results of future operations is reasonably possible.

12. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 31, 2020, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

SUPPLEMENTARY INFORMATION

FIT/NHNN, INC. AND SUBSIDIARIES
Consolidating Statement of Financial Position
December 31, 2019

ASSETS

	Families In Transition - Operating	Limited Partnerships	Housing Benefits	Family Outfitters	New Horizons for New Hampshire	Manchester Emergency Housing	New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	With Donor Restriction	Eliminations	Total
Current assets											
Cash and cash equivalents	\$ 1,101,820	\$ 45,800	\$ 174,667	\$ 79,805	\$ 638,881	\$ 7,963	\$ 84,537	\$ 1,250	\$ 387,931	\$ -	\$ 2,522,454
Accounts receivable	82,056	12,775	36,398	-	-	-	-	8,446	-	(72,174)	87,501
Grants and contributions receivable	420,456	-	-	-	94,296	7,800	-	-	66,666	-	589,218
Prepaid expenses	23,624	14,537	17,710	6,478	690	375	742	1,356	-	-	65,512
Due from related party	1,271,127	-	58,401	77,118	71,313	-	2,038	-	-	(1,479,997)	-
Other current assets	4,126	15,612	39,629	-	-	-	-	-	-	-	59,367
Total current assets	2,903,009	88,724	326,805	163,401	805,180	16,138	87,317	11,052	454,597	(1,552,171)	3,304,052
Replacement reserves	67,352	111,926	228,952	-	-	-	-	20,160	-	-	428,390
Reserve cash designated for properties	54,522	253,218	704,857	-	-	-	-	-	-	-	1,012,597
Related party notes receivable	1,725,799	-	-	-	-	-	-	-	-	(1,725,799)	-
Accrued interest receivable on related party note	1,152,963	-	-	-	-	-	-	-	-	(1,152,963)	-
Investments	-	-	-	-	1,098,413	-	-	-	25,000	-	1,123,413
Investment in related entities	1,196,347	-	25,051	-	-	-	-	-	-	(1,220,398)	1,000
Property and equipment, net	3,696,665	7,564,974	19,944,469	19,017	1,540,691	1,585	2,504	18,148	-	-	32,788,053
Development in process	155,686	-	-	-	-	-	-	-	-	-	155,686
Other assets	-	-	50,000	-	30,638	-	-	-	-	-	80,638
Total assets	\$ 10,952,343	\$ 8,018,842	\$ 21,280,134	\$ 182,418	\$ 3,474,922	\$ 17,723	\$ 89,821	\$ 49,360	\$ 479,597	\$ (5,651,331)	\$ 38,893,829

LIABILITIES AND NET ASSETS

Current liabilities											
Current portion of long-term debt	\$ 104,728	\$ 53,156	\$ 135,518	\$ 5,989	\$ 18,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 317,739
Accounts payable	38,140	76,907	48,096	2,007	68,489	3,551	1,913	2,628	-	(72,174)	167,557
Accrued expenses	221,598	719,517	486,286	17,156	68,289	12,155	-	-	-	(1,152,963)	372,038
Due to related entities	49,429	97,496	1,164,010	-	2,646	152,770	-	13,646	-	(1,479,997)	-
Other current liabilities	4,572	17,419	36,925	-	-	-	755	-	-	-	59,671
Total current liabilities	416,467	964,495	1,870,835	25,152	157,772	168,476	2,668	16,274	-	(2,705,134)	917,005
Long-term debt, net of current portion and unamortized deferred costs	1,691,762	3,687,871	11,946,260	-	10,576	-	-	-	-	(1,725,799)	15,810,870
Total liabilities	2,108,229	4,652,366	13,817,095	25,152	168,348	168,476	2,668	16,274	-	(4,430,933)	16,527,875
Net assets											
Net assets without donor restrictions - controlling interest	8,844,114	764,143	7,463,039	157,266	3,306,574	(150,753)	87,153	33,086	-	(1,220,398)	19,284,224
Net assets without donor restrictions - noncontrolling interest	-	2,602,333	-	-	-	-	-	-	-	-	2,602,333
Total net assets without donor restriction	8,844,114	3,366,476	7,463,039	157,266	3,306,574	(150,753)	87,153	33,086	-	(1,220,398)	21,886,557
Net assets with donor restrictions	-	-	-	-	-	-	-	-	479,597	-	479,597
Total net assets	8,844,114	3,366,476	7,463,039	157,266	3,306,574	(150,753)	87,153	33,086	479,597	(1,220,398)	22,366,154
Total liabilities and net assets	\$ 10,952,343	\$ 8,018,842	\$ 21,280,134	\$ 182,418	\$ 3,474,922	\$ 17,723	\$ 89,821	\$ 49,360	\$ 479,597	\$ (5,651,331)	\$ 38,893,829

FIT/NHNN, INC. AND SUBSIDIARIES

Consolidating Statement of Activities

Year Ended December 31, 2019

	Families In Transition - Operating	Limited Partnerships	Housing Benefits	Family Outfitters	New Horizons for New Hampshire	Manchester Emergency Housing	New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	Eliminations	Without Donor Restrictions Total	With Donor Restrictions	Total
Revenue and support												
Federal, state and other grant support	\$ 3,534,888	\$ -	\$ 327,427	\$ -	\$ 687,713	\$ 149,178	\$ 4,000	\$ -	\$ (417,844)	\$ 4,285,362	\$ 344,151	\$ 4,629,513
Rental income, net of vacancies	277,624	815,439	1,285,731	-	24,633	11,491	-	101,910	(157,098)	2,359,730	-	2,359,730
Thrift store sales	-	-	-	573,355	-	-	-	-	-	573,355	-	573,355
Public support	1,053,732	-	18,687	-	971,788	-	6,744	-	-	2,050,951	-	2,050,951
Tax credit revenue	268,238	-	-	-	-	-	-	-	-	268,238	-	268,238
Special events	238,073	-	-	-	280,164	-	-	-	-	518,237	-	518,237
Property management fees	818,048	-	-	-	-	-	-	-	(818,048)	-	-	-
Developer fees	101,545	-	-	-	-	-	-	-	-	101,545	-	101,545
VISTA program revenue	75,368	-	-	-	-	-	-	-	-	75,368	-	75,368
Unrealized gain on investments	-	-	-	-	252,431	-	-	-	-	252,431	-	252,431
Gain (loss) on disposal of assets	212,648	(1,871)	-	(745)	-	158	-	-	-	210,190	-	210,190
Interest income	99,194	4,738	11,282	-	7,210	-	-	2	(95,890)	19,326	-	19,326
In-kind donations	93,579	-	4,695	-	-	-	-	-	-	105,484	-	105,484
Investment income	-	-	-	-	21,969	-	-	-	-	21,969	-	21,969
Forgiveness of debt	-	-	131,267	-	-	-	-	-	-	131,267	-	131,267
Medicaid reimbursements	674,861	-	-	-	-	-	-	-	-	674,861	-	674,861
Other income	164,992	25,488	119,895	18,983	29,691	33,240	2,927	598	(169,174)	226,640	-	226,640
Net assets released from restrictions for operations	752,336	-	-	-	-	-	-	-	-	752,336	(752,336)	-
Total revenue and support	8,365,126	843,794	1,898,984	591,593	2,275,599	194,067	13,671	102,510	(1,658,054)	12,627,290	(408,185)	12,219,105
Expenses												
Program activities	6,052,671	1,230,070	2,002,397	432,690	1,446,523	270,942	11,242	89,582	(1,593,716)	9,942,401	-	9,942,401
Fundraising	567,545	-	228,885	-	203,958	-	-	-	-	1,000,388	-	1,000,388
Management and general	859,813	-	102,651	-	180,586	-	-	-	(64,338)	1,078,712	-	1,078,712
Total expenses	7,480,029	1,230,070	2,333,933	432,690	1,831,067	270,942	11,242	89,582	(1,658,054)	12,021,501	-	12,021,501
Excess (deficiency) of revenue and support over expenses	885,097	(386,276)	(434,949)	158,903	444,532	(76,875)	2,429	12,928	-	605,789	(408,185)	197,604
Net assets released for capital projects	264,238	-	-	-	35,618	-	-	-	-	299,854	(299,854)	-
Partnership distributions	-	(7,317)	-	-	-	-	-	-	-	(7,317)	-	(7,317)
Equity transferred resulting from dissolution of Limited Partnership	-	(559,956)	559,956	-	-	-	-	-	-	-	-	-
Change in net assets	\$ 1,149,335	\$ (953,549)	\$ 125,007	\$ 158,903	\$ 480,148	\$ (76,875)	\$ 2,429	\$ 12,928	\$ -	\$ 898,326	\$ (708,039)	\$ 190,287

FIT/NHNN, INC. AND SUBSIDIARIES

Consolidating Statement of Functional Expenses

Year Ended December 31, 2019

	Program Activities										Eliminations	Total	
	Families In Transition - Operating	Limited Partnerships	Housing Benefits	Family Outfitters	New Horizons for New Hampshire	Manchester Emergency Housing	New Hampshire Coalition to End Homelessness	Wilson Street Condominium Association	Program Activities Total	Fundraising			Management and General
Salaries and benefits													
Salaries and wages	\$ 2,427,122	\$ -	\$ 669,449	\$ 248,403	\$ 796,026	\$ 149,585	\$ -	\$ -	\$ 4,290,585	\$ 400,818	\$ 603,736	\$ -	\$ 5,295,139
Employee benefits	267,221	-	89,057	11,728	63,312	10,985	-	-	442,303	41,883	62,042	-	546,228
Payroll taxes	179,538	-	47,309	19,882	61,740	11,163	-	-	319,632	30,036	44,292	-	393,960
Total salaries and benefits	2,873,881	-	805,815	280,013	921,078	171,733	-	-	5,052,520	472,737	710,070	-	6,235,327
Advertising	18,309	-	-	29,076	2,506	-	500	-	50,391	2,441	3,662	-	56,494
Application and permit fees	-	-	-	-	522	-	-	-	522	52	4,341	-	4,915
Bad debts	3,245	3,323	6,834	-	-	-	-	-	13,402	-	-	-	13,402
Bank charges	6,542	999	-	7,466	-	126	238	77	15,448	872	5,554	-	21,874
Condominium association fees	-	-	70,558	-	-	-	-	-	70,558	-	-	(58,486)	12,072
Consultants	12,312	-	2,269	2,714	20,142	2,392	-	-	39,829	4,168	5,377	-	49,374
Depreciation	152,477	388,631	444,126	10,304	57,775	204	1,019	166	1,034,702	131,224	73,404	-	1,239,330
Events	-	-	-	385	-	-	480	1,309	2,174	145,581	-	-	147,755
Food	-	-	22,863	-	101,197	-	-	-	124,060	-	-	-	124,060
General insurance	27,104	41,632	41,046	2,331	19,019	5,523	742	11,588	148,985	15,214	11,245	-	175,444
Interest expense	46,818	107,445	159,725	660	747	-	-	-	315,385	1,615	538	(95,890)	221,658
Management fees	83,135	211,076	538,305	-	-	-	-	24,963	857,479	-	-	(850,755)	6,724
Meals and entertainment	3,498	-	-	-	-	-	-	-	3,498	466	783	-	4,747
Membership dues	5,681	-	280	-	267	-	500	-	6,728	757	1,136	-	8,621
Merger expenses	110,014	-	-	-	-	-	-	-	110,014	-	36,672	-	146,686
Office supplies	144,365	1,998	5,526	8,895	23,748	69	231	64	184,896	21,594	32,098	-	238,588
Participant expenses	76,919	2,839	2,834	-	9,864	43,146	4,000	-	139,602	-	-	-	139,602
Postage	7,804	-	144	8	4,574	11	24	-	12,585	1,493	2,182	-	16,240
Printing	22,909	-	-	982	12,716	-	72	62	36,741	4,311	6,309	-	47,361
Professional fees	86,658	42,175	19,929	4,000	4,658	775	500	4,036	162,731	12,014	37,895	-	212,640
Related entity expenses	1,386,595	-	(832,737)	(19,547)	-	-	-	-	534,311	-	-	(534,311)	-
Rent	-	-	-	34,274	-	-	-	-	34,274	-	64,338	(98,612)	-
Rental subsidies	306,386	-	-	-	28,249	-	-	-	332,635	-	-	-	332,635
Repairs and maintenance	48,605	142,438	237,679	26,813	113,593	18,596	-	35,894	623,418	73,992	43,911	(20,000)	721,321
Staff development	31,270	-	-	200	2,093	-	1,405	-	34,968	4,378	6,538	-	45,882
Taxes	48,933	118,489	197,931	1,709	-	75	75	-	367,212	-	-	-	367,212
Technology support	142,830	2,941	2,637	525	17,292	2,850	1,357	-	170,232	20,752	30,914	-	221,898
Telephone	61,684	719	31,929	2,618	12,108	3,082	-	1,594	113,734	9,421	13,981	-	137,136
Travel	35,316	-	-	2,326	1,737	-	99	-	39,478	4,881	7,299	-	51,658
Utilities	32,814	182,809	226,800	22,308	65,879	15,947	-	10,029	556,586	60,222	26,851	-	643,659
VISTA program	206,331	2,556	-	-	-	-	-	-	208,887	-	-	-	208,887
Workers' compensation	70,236	-	17,904	14,630	28,759	6,613	-	-	138,142	12,205	17,952	-	168,299
Total expenses	\$ 6,052,671	\$ 1,230,070	\$ 2,002,397	\$ 432,690	\$ 1,448,523	\$ 270,942	\$ 11,242	\$ 89,582	\$ 11,536,117	\$ 1,000,388	\$ 1,143,050	\$ (1,858,054)	\$ 12,021,501

**Families in Transition/New Horizons New Hampshire
Board of Directors**

Board of Directors

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COOK, LITTLE, ROSENBLATT & MANSON, PLLC, Partner
Board member since 2018

Roy Tilsley, Vice Chair

Bernstein Shur, Shareholder
Board member since 2018

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President, CPA, CFP, Bartley Financial Advisor
Board member since 2018

Frank Saglio, Asst. Treasurer

Howe, Riley & Howe, PLLC
Board member since 2018

Kristi Scarpone, Secretary

First, Corporate and Foundation Relations
Board member since 2018

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President, Anagnost Companies
Board member since 2018

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Board member since 2018

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Board member since 2018

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Board member since 2018

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Sr. Director Employee Relations Greater Boston Area, Comcast
Board member since 2018

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Merchants Fleet Management, Associate Director of Sales Administration
Board member since 2018

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Board member since 2018

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Team Engineering, Project Manager
Board member since 2018

Brian Mikol
Spectrum Marketing, Co-Owner
Board member since 2018

Jack Olson
Retired
Board member since 2018

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Realtor, Coldwell Banker Residential Brokerage
Board member since 2018

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Dartmouth Hitchcock, Sr. Advisor Community & Relations
Board member since 2018

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Owner, Stark Brewing Company
Board member since 2018

Roy Ballentine
Executive Chairman, Ballentine Partners, LLC
Board member since 2019

Sarah Jacobs
Manchester School District Coordinator
Board member since 2018

Sean Leighton
Captain – Investigative Division Commander, City of Manchester Police Department
Board member since 2019

Wayne McCormick, CFP
Steward Partners Managing Director Wealth Manager
Board member since 2018

Rev. Gayle Murphy
Minister At Large
Board member since 2020

Michael McCormick
*Anthem- Chief of Staff & Sales Effectiveness Director,
Commercial Business Division, Manchester NH*
Board member since 2020

Katelyn Gagnon

Education:

Keene State College
229 Main Street
Keene, NH 03435
Bachelor of Arts in Psychology
Graduated May 2011
2007-2011

Experience:

Families in Transition-New Horizons
122 Market Street
Manchester, NH 03101
603-641-9441
February 2013-Present

Current Job Title: Family Place & 24/7-Program Manager

Job Description: Oversight of family shelter operations and staffing including 14 employees across 24/7 programs. Oversight of onboarding and training of new employees. Oversight of case management and service provision within family shelter setting. Builds and maintains relationships with community providers. Provides crisis intervention and conflict resolution. Participates in on call rotation. Active member on Trauma Committee and Board of Directors for Catholic Medical Center's Healthcare for the Homeless program.

Supervisor: Kristen McGuigan

Dates: October 2019- Present

Job Title: Angie's Shelter Program Manager

Job Description: Manage and oversee shelter operations, supervises 16 employees across three 24/7 programs and provides supervision to those employees. Provides intensive individual case management to 17 single women living in shelter to address barriers to self-sufficiency and permanent housing including mental health and/or substance use, employment, education, apartment cleanliness, access to community resources, financial management. Provides crisis intervention and conflict resolution. Participates in on call rotation. Builds and maintains relationships with community providers. Maintains documentations and monthly reports for shelter and 24/7 teams. Active member on Trauma Informed Committee as well as Board of Directors for Healthcare for the Homeless through Catholic Medical Center.

Supervisor: Stephanie Savard

Dates: April 2018-October 2019

Job Title: Family Place Program Manager

Job Description: Manage and oversee all operations for family shelter and resource center, supervise 20 employees across three 24/7 programs and provide supervision to those employees, build and maintain relationships with community providers, manage and maintain documentation and reports for shelter and

resource center. Facilitates Direct Service Training for new staff/interns/volunteers. Sits on several teams, committees, Catholic Medical Centers Healthcare for the Homeless board of directors.

Supervisor: Kelly Paquette

Dates: September 2015-April 2018

Job Title: Housing Advocate

Job Description: provides individual case management to homeless families and individuals to address several barriers to self-sufficiency including, but not limited to, obtaining permanent housing, mental health and/or substance use, employment, education, apartment cleanliness, accessing community resources, and financial management. Conducts drug and alcohol screening; Develops and facilitates workshops; provides crisis intervention and crisis line back-up; Manages and maintains caseload, all documentation and reporting. Active participant in team meetings, LADC supervision, and other program related activities. Facilitates Direct Service Training for new staff/interns/volunteers.

Supervisor: Carolyn Towne

Dates: August 2013-September 2015

Job Title: Day Time Program Aide at Manchester Emergency Housing

Job Description: provide case management to families within the shelter and housing program; general shelter oversight; screen calls for clinical hotline; maintains caseload documentation and reporting.

Supervisor: Stephanie Savard

Dates: February 2013-August 2013

Child and Family Services

464 Chestnut Street

Manchester, NH 03105

603-518-4000

Job Title: Parent Aide

Job Description: In home support services for children and families in which a case has been founded as abuse and/or neglect. Models appropriate boundaries, parenting skills, and supports safe and healthy interactions. Travel required.

Supervisor: Maria Berube

Dates: August 2011-February 2013

Skills:

Extensive computer skills, very familiar with Microsoft Office, positive attitude, quick learner, open minded, eager to learn, works well independently and also in group/team setting. Crisis Management, First Aid and CPR Certified. Trained in Crisis Prevention and Intervention, Managing of Aggressive Behaviors (MOAB) Facilitator, Motivational Interviewing, Managing of teams, Public Speaking.

References:

Available upon request.

CONTRACTOR NAME
FIT/NINE, Inc.

Key Personnel

Decompression and Quarantine Services for Manchester COVID-19 (DeCom/Quara)

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
TBD	President	180,000	0%	-
Katelyn Gagnon	Program Manager	50,000	5%	2,500