

JUN08'22 PM 3:14 RCVD

49 GAE
MLCLori A. Shibanette
CommissionerKaren E. Hebert
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474

Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 27, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend an existing memorandum of understanding with New Hampshire Community Development Finance Authority (CDFA) (VC#177292), Concord, NH, to support the Department with the provision of housing stability services for displaced households, by increasing the price limitation by \$918,871 from \$100,000 to \$1,018,871, with no change to the contract completion date of September 30, 2022, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on November 22, 2021, item #19.

Funds are available in the following account for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-42-423010-19890000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, GOFERR HOUSING STABILITY

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	074-500589	Grants for Public Asst and Relief	02ERAST9501Z 02ERAST9501A 02ERAST9501B 02ERAST9501C	\$70,000	\$0	\$70,000
2023	074-500589	Grants for Public Asst and Relief	02ERAST9501Z 02ERAST9501A 02ERAST9501B 02ERAST9501C	\$30,000	\$ 918,871	\$948,871
			Total	\$100,000	\$ 918,871	\$1,018,871

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

EXPLANATION

The purpose of this request is to continue to provide support to the Department with implementing the Housing Stability Services for Displaced Households Program and to increase housing stability for displaced households statewide. This program targets individuals and households eligible for the New Hampshire Emergency Rental Assistance Program and includes two main components:

- **Intensive Case Management**, which provides housing stability services to eligible individuals and households by aiding them in obtaining and maintaining housing. This Case Management program also includes a system navigator, which assists individuals in accessing and applying for rental assistance and social service programs in their communities.
- **Landlord Outreach**, which provides outreach, education, and grants to increase the number of landlords who enter into rental agreements with served households. This program supports the Council on Housing Stability's goal to ensure that homelessness is rare, brief and one-time, and recognizes the need for targeted supports for individuals to access permanent housing and assistance, and for landlords to become part of the solution.

Eligible households must meet the following criteria:

- One (1) or more individuals within the household must have qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak;
- One (1) or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
- Household income is at or below 80 percent of area median income.

Approximately 30 shelter providers will be trained on Intensive Case Management practices, and of those, a minimum of 10 homeless services providers will be trained on how to conduct the Landlord Outreach program annually.

The New Hampshire Community Development Finance Authority (CDFA) was established as a public instrumentality of the State by legislation (RSA 162-L) in 1983 to address the issues of affordable housing and economic opportunity for low and moderate income New Hampshire residents. CDFA will continue to provide staffing and/or consultants to support the Intensive Case Management Program and the Landlord Outreach Program; share best practices with established qualified Shelter Programs statewide regarding Intensive Case Management Program services; and provide ongoing technical assistance to community providers and other organizations to implement the Landlord Incentive Outreach Program statewide.

As referenced in Section 2, Term, Subsection 2.2, Duration, of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Council not authorize this request, the Department will not be able to implement the Housing Stability Services for Displaced Households Program. Individuals who require assistance to obtain and maintain housing will not receive critical support and will remain at risk for continued and/or new homelessness.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #21.023, FAIN #ERA0012 and ERA0435.

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

Respectfully submitted,

Christine Santaniello for

Lori A. Shibinette
Commissioner

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

This Amendment to the Housing Stability Services for Displaced Households Memorandum of Understanding is by and between the State of New Hampshire, Department of Health and Human Services ("DHHS") and New Hampshire Community Development Finance Authority (CDFA) (referred to as "Parties").

WHEREAS, pursuant to an MOU approved by the Governor and Executive Council on November 22, 2021 item #19, the Parties agreed to perform certain services based upon the terms and conditions specified in the MOU and in consideration of certain sums specified; and

WHEREAS, pursuant to Section 2., Term, Subsection 2.3. Modification, the MOU may be amended by mutual written agreement at any time, subject to appropriate State approval; and

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

1. Section 3, Responsibilities of the Community Development Finance Authority, to read:

3.1. CDFA agrees to:

- 3.1.1. Provide consultants and/or to support the Housing Stability for Displaced Households Program (the "Program"), which includes the Landlord Incentive Outreach Program and technical assistance and case management training to homeless service providers, and related objectives set forth in the Council on Housing Stability Strategic Plan, as directed by DHHS.
- 3.1.2. Within thirty (30) days of the Effective Date of the MOU, provide a detailed draft work plan for completing the Program objectives for DHHS review and feedback.
 - 3.1.2.1. CDFA shall provide DHHS with a final detailed work plan within fourteen (14) days that incorporates DHHS feedback.
- 3.1.3. Provide ongoing support, as directed by DHHS, to established qualified Shelter Programs statewide. CDFA shall:
 - 3.1.3.1. Provide consultation to Shelter Programs to prepare to provide Intensive Case Management Program services.
 - 3.1.3.2. Share best practices with Shelter Programs for providing Intensive Case Management that increases transitions to permanent housing.
 - 3.1.3.3. Coordinate with Community Action Programs (CAP) to advance housing stability for Emergency Rental Assistance program participants by connecting providers to technical assistance and training on the coordinated entry program and other best practices.
- 3.1.4. Provide ongoing technical assistance and support to housing and human service providers at the regional level to coordinate services, improvements and policy recommendations.
- 3.1.5. Provide ongoing technical assistance and support, as directed by DHHS, to community providers and other organizations that work with local landlords to implement the Landlord Incentive Outreach Program services to a larger pilot area and replicate the Affordable Housing Incentive program.
- 3.1.6. Work in conjunction with DHHS to ensure the goals and objectives as set forth by DHHS for the Program are implemented, including participating in joint efforts with DHHS.

3.1.7. Meet regularly with DHHS to review Program activities, goals, and progress towards the objectives in the work plan.

2. Section 5., Payment Terms, Subsection 5.1., to read:

5.1. The maximum amount of funds available for reimbursement under this Agreement from DHHS to CDFA shall not exceed \$1,018,871, with \$70,000 in State Fiscal Year 2022, and \$948,871 in State Fiscal Year 2023.

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

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

State of New Hampshire
Department of Health and Human Services

6/3/2022

Date

DocuSigned by:
Karen Hebert
628C6CE9181A418
Name: Karen E. Hebert
Title: Director

New Hampshire Community Development Finance
Authority

6/3/2022

Date

DocuSigned by:
Katherine Easterly Martey
CC894167343E44E
Name: Katherine Easterly Martey
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

6/7/2022

Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

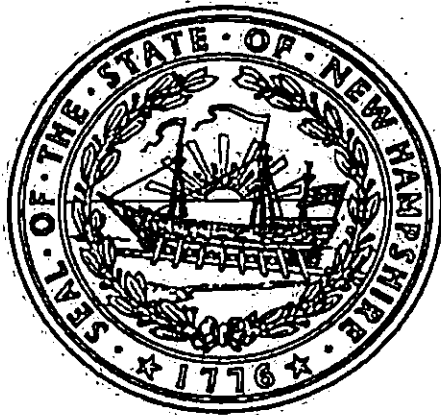
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY DEVELOPMENT FINANCE AUTHORITY a New Hampshire State Chartered (Legislative) formed to transact business in New Hampshire on July 01, 1983. I further certify that it has paid the fees required by law and has not dissolved.

Business ID: 81003

Certificate Number : 0005761153



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of April A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Michael C. Claflin, 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 New Hampshire Community Development Finance Authority
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 3, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

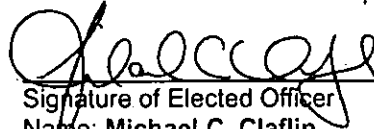
VOTED: That Katy Easterly Martey (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of **New Hampshire Community Development Finance Authority**, 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: June 6, 2022



Signature of Elected Officer
Name: **Michael C. Claflin**
Title: **Chairman**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/6/2022

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Maureen Demick PHONE (A/C No. Ext.): (603) 224-2562 FAX (A/C. No.): (603) 224-8012 E-MAIL ADDRESS: mdemick@rowleyagency.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Liberty Mutual Ins Co (Peerless)	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 22-23	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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKA58556085	5/26/2022	5/26/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROPAGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BAA58556085	5/26/2022	5/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO58556085	5/26/2022	5/26/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XWS58556085 States Covered: NH Excluded Officers: John Manning, Mary Ann Kristiansen	5/26/2022	5/26/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	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 Maureen Demick/DEMICK
--	--

19 mac



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY**

Lori A. Shlbiaette
Commissioner

Christine L. Santanella
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

October 27, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into a Sole Source memorandum of understanding with Community Development Finance Authority (CDFA) (VC#177292), Concord, NH, in the amount of \$100,000 to support the Department with the provision of housing stability services for displaced households, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through September 30, 2022. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-42-423010-19890000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, GOFERR HOUSING STABILITY

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	074-500589	Grants for Public Asst and Relief	02ERAST9501Z 02ERAST9501A 02ERAST9501B 02ERAST9501C	\$70,000
2023	074-500589	Grants for Public Asst and Relief	02ERAST9501Z 02ERAST9501A 02ERAST9501B 02ERAST9501C	\$30,000
			Total	\$100,000

EXPLANATION

This request is Sole Source because CDFA was created as a public instrumentality of the State by legislation to address affordable housing. CDFA is also one of the co-leads along with the Department of Health and Human Services and the Department of Business and Economic Affairs for the Council on Housing Stability (CHS). CDFA is therefore uniquely qualified to provide

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

these critical services and ensure coordination and leverage of efforts across these initiatives to decrease homelessness and increase housing stability statewide.

The purpose of this request is to provide support to the Department with implementing the Housing Stability Services for Displaced Households Program and increase housing stability for displaced households statewide. This program targets individuals and households eligible for the New Hampshire Emergency Rental Assistance Program and includes two main components: 1) Intensive Case Management and 2) Landlord Outreach. Intensive Case Management will provide housing stability services to eligible individuals and households to obtain and maintain housing. The Case Management program also includes a system navigator, which will assist individuals with accessing and applying for rental assistance and social service programs in their communities. The Landlord Outreach program will provide outreach, education, and grants to increase the number of landlords who enter into rental agreements with the households served. This program will support the Council on Housing Stability's goal to ensure that homelessness is rare, brief and one-time and recognizes the need for targeted supports for individuals to access permanent housing and assistance for landlords to become part of the solution.

Eligible households must meet the following criteria:

- One (1) or more individuals within the household must have qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due, directly or indirectly, to the COVID-19 outbreak;
- One (1) or more individuals within the household can demonstrate a risk of experiencing homelessness or housing instability; and
- Household Income is at or below 80 percent of area median income.

Approximately 100 individuals will be served with Intensive Case Management and 50 households will be served by the Landlord Outreach program through September 30, 2022.

The Contractor will support the Housing Stability Services for Displaced Households Program by providing staffing and/or consultants to support the Intensive Case Management Program and the Landlord Outreach Program. The Contractor will provide consultation to and share best practices with established qualified Shelter Programs statewide regarding Intensive Case Management Program services. The Contractor will also provide ongoing technical assistance to community providers and other organizations that work with local landlords to implement the Landlord Incentive Outreach Program services statewide.

As referenced in Section 2, Term, Subsection 2.2, Duration, of the attached agreement, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department will not be able to implement the Housing Stability Services for Displaced Households Program and increase housing stability for displaced households statewide. Individuals who require assistance to obtain and maintain housing will not receive critical support and will remain at risk for continued and/or new homelessness.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #21.023, FAIN # HHSM-500-2016-000151.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori A. Shabinette". The signature is written in a cursive, flowing style.

Lori A. Shabinette
Commissioner

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
COMMUNITY DEVELOPMENT FINANCE AUTHORITY**

1. GENERAL PROVISIONS

- 1.1. This Memorandum of Understanding (MOU) is between the New Hampshire Department of Health and Human Services (DHHS), 129 Pleasant Street, Concord, NH 03301 and the Community Development Finance Authority (CDFA), 14 Dixon Avenue, Concord, NH 03301 (referred to as the "Parties").
- 1.2. The purpose of this MOU is to set forth the roles and responsibilities of the Parties. CDFA will assist DHHS with the administration of the Housing Stability for Displaced Households by providing consultant and/or staff support for the program.
- 1.3. In connection with the performance of this MOU, the Parties agree to comply with all applicable laws and regulations.
- 1.4. For the purposes of this MOU, all references to days shall mean calendar days, unless otherwise specified.

2. TERM

- 2.1. Effective date: This MOU is effective upon Governor and Executive Council approval.
- 2.2. Duration: The duration of this MOU is from the Effective Date through September 30, 2022. The Parties may extend the MOU for up to two (2) years upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 2.3. Modification: The Parties may modify this MOU by mutual written agreement at any time, subject to appropriate State approval.
- 2.4. Termination: Either party may, at its sole discretion, terminate this MOU for any reason, in whole or in part, by providing thirty (30) days written notice to the other party. In the event of an early termination of this MOU for any other reason than the completion of services, CDFA shall deliver to DHHS, not later than thirty (30) days after the termination, a "Termination Report" describing in detail all activities performed and the MOU funds used up to and including the date of termination.

In the event the services and/or prescribed outcomes described within this MOU are not met to the satisfaction of DHHS, DHHS reserves the right to immediately terminate this Agreement upon written notice.

3. RESPONSIBILITIES OF THE COMMUNITY DEVELOPMENT FINANCE AUTHORITY

- 3.1. CDFA agrees to:
 - 3.1.1. Provide staffing and/or consultants and/or to support the Housing Stability for Displaced Households Program (the "Program"), which includes the Intensive Case Management Program and the Landlord Incentive Outreach Program, and related objectives set forth in the Council on Housing Stability Strategic Plan, as directed by DHHS.
 - 3.1.2. Within thirty (30) days of the Effective Date of the MOU, provide a detailed draft work plan for completing the Program objectives for DHHS review and feedback.

Memorandum of Understanding Between DHHS and COMMUNITY DEVELOPMENT FINANCE AUTHORITY

- 3.1.2.1. CDFA shall provide DHHS with a final detailed work plan within fourteen (14) days that incorporates DHHS feedback.
- 3.1.3. Provide ongoing support, as directed by DHHS, to established qualified Shelter Programs statewide for Intensive Case Management Program services. CDFA shall:
 - 3.1.3.1. Provide consultation to Shelter Programs on implementing Intensive Case Management Program services.
 - 3.1.3.2. Share best practices with Shelter Programs for providing Intensive Case Management that increases transitions to permanent housing.
- 3.1.4. Provide ongoing technical assistance and support, as directed by DHHS, to community providers and other organizations that work with local landlords to implement the Landlord Incentive Outreach Program services statewide and replicate the Affordable Housing Incentive program.
- 3.1.5. Work in conjunction with DHHS to ensure the goals and objectives as set forth by DHHS for the Program are implemented, including participating in joint efforts with DHHS.
- 3.1.6. Meet regularly with DHHS to review Program activities, goals, and progress towards the objectives in the work plan.

4. RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH AND HUMAN SERVICES

- 4.1. DHHS agrees to:
 - 4.1.1. Participate with CDFA on the development of the work plan.
 - 4.1.2. Advise the CDFA on implementing the goals and objectives set forth by DHHS for the Program.
 - 4.1.3. Meet regularly with CDFA to review the program, goals, and progress towards the objectives set forth in the work plan.
 - 4.1.4. Participate in joint efforts with CDFA to move forward the objectives of the program and the Council on Housing Stability Strategic Plan.

5. PAYMENT TERMS

- 5.1. The maximum amount of funds available under this MOU from DHHS to CDFA shall not exceed \$100,000.
- 5.2. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this MOU.
- 5.3. CDFA shall submit an invoice and supporting documents to DHHS no later than the fifteenth (15th) working day of the following month in a form that is provided by or is otherwise acceptable to DHHS. CDFA shall:
 - 5.3.1. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 5.3.2. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

**Memorandum of Understanding Between DHHS and COMMUNITY DEVELOPMENT
FINANCE AUTHORITY**

- 5.3.3. Ensure the invoice is completed, dated and returned to DHHS with the supporting documentation for authorized expenses, in order to initiate payment.
- 5.4. All invoices may be assigned an electronic signature and emailed to dhhs.bhhsfinance@dhhs.nh.gov, or invoices may be mailed to:
- Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
- 5.5. DHHS shall make payment to CDFA within thirty (30) days of receipt of the invoice, subsequent to approval of the submitted invoice.
- 5.6. The final invoice and supporting documentation for authorized expenses shall be due to DHHS no later than forty (40) days after the MOU completion date.
- 5.7. Notwithstanding any provision of this MOU to the contrary, all obligations of DHHS hereunder, including without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. DHHS shall not be required to transfer funds from any other source in the event that funds are reduced or become unavailable.
- 5.8. The Parties may agree to 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.
- 6. IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES**
- 6.1. Disputes arising under this MOU that cannot be resolved between the agencies shall be referred to the New Hampshire Department of Justice for review and resolution.
- 6.2. This Agreement shall be construed in accordance with the laws of the State of New Hampshire.
- 6.3. The parties hereto do not intend to benefit any third parties and this MOU shall not be construed to confer any such benefit.
- 6.4. In the event any of the provisions of this MOU are held to be contrary to any state or federal law, the remaining provisions of this MOU will remain in full force and effect.
- 6.5. This MOU, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire MOU and understandings between the parties, and supersedes all prior MOU and understandings relating hereto.
- 6.6. Nothing herein shall be construed as a waiver of sovereign immunity, such immunity being hereby specifically preserved.
- 6.7. For the Purposes of this Agreement, DHHS has determined that CDFA shall be considered a Contractor, per 2 CFR 200.331.

**Memorandum of Understanding Between DHHS and COMMUNITY DEVELOPMENT
FINANCE AUTHORITY**

APPROVALS:

DocuSigned by:
Christine Santaniello

Christine L. Santaniello
Associate Commissioner
NH Department of Health and Human Services

11/4/2021
Date

DocuSigned by:
Katherine Easterly Martey

Katherine Easterly Martey
Executive Director
Community Development Finance Authority

11/1/2021
Date

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

OFFICE OF THE ATTORNEY GENERAL

DocuSigned by:
J. Christopher Marshall

Name: J. Christopher Marshall
Title: Assistant Attorney General

11/5/2021
Date

The foregoing Memorandum of Understanding was approved by the following authority of the State of New Hampshire:

Name:
Title:

Date