



Lori A. Shibinette
Commissioner

Christine L. Santaniello
Associate Commissioner

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

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August 11, 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 **Retroactive** amendment to an existing contract with Easter Seals New Hampshire, Inc. (VC#177204-B000), Manchester, NH as a result of the acquisition of The Way Home, Inc. by Easter Seals New Hampshire, Inc., on July 1, 2021, by increasing the price limitation by \$221,700 from \$456,530 to \$678,230 with no change to the contract completion date of September 30, 2022, effective retroactive to July 1, 2021 upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by the Governor on November 17, 2020, as presented to the Executive Council on January 22, 2021 Informational Item #E.

Funds for these contracts were encumbered in the following account in State Fiscal Year 2021. DHHS will encumber the funds needed for this amendment with the funds made available from the liquidation of the contract with The Way Home, Inc.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	42309328	\$456,530	\$221,700	\$678,230
			Total	\$456,530	\$221,700	\$678,230

EXPLANATION

This request is **Retroactive** in order to align existing contract services with the date Easter Seals acquired the Way Home, Inc. to continue to provide permanent housing, increased outreach to engage individuals in services, and increased housing stability to keep individuals and families in housing and prevent individuals and families from becoming homeless during the ongoing COVID-19 pandemic. The continued provision of Street Outreach, Rapid Re-Housing, and

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Homelessness Prevention, along with the addition of Emergency Shelter activities and services will ensure that individuals and families have the resources and support to overcome immediate barriers to accessing safe and stable permanent housing options.

The purpose of this request is to modify the Department's contract with Easter Seals New Hampshire Inc. to include all contract services and funding previously provided by The Way Home, Inc. prior to the acquisition on July 1, 2021.

Through this acquisition Easter Seals will now serve combined an approximate 170 individuals from July 1, 2021 to September 30, 2022.

Services are provided to individuals and families who are experiencing homelessness or who are at risk of becoming homeless. The number of individuals and families served is dependent upon the continued economic impact of the COVID-19 pandemic on the ability to obtain and retain permanent housing in tight rental markets, which is critical to preventing the spread of COVID-19.

The Contractors determine eligibility, disburse funds, provide housing stability and case management, and conduct housing search and placement activities and services to individuals and families statewide. Additionally, the Contractors ensure access to educational activities and community-based services. The services reduce homelessness and the financial burden on emergency shelters, increase the well-being and health of NH citizens, and increase successful placements to permanent housing.

The Department will monitor services by:

- The length of time individuals remain homeless.
- The extent to which individuals who exit homelessness into permanent housing destinations return to homelessness.
- Successful exits from homelessness to permanent housing destinations.

Should the Governor and Council not authorize this request, individuals and families who are experiencing housing instability or who are at risk of becoming homeless will not receive the resources and support required.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #14.231, FAIN #E20DW330001

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

Respectfully submitted,



Lori A. Shubinette
Commissioner

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

This Amendment to the Emergency Solutions Grant for COVID-19 Response contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Easter Seals New Hampshire, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on November 17, 2020, as presented to the Executive Council on January 22, 2021 Informational Item #E, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, on July 1, 2021 Easter Seals New Hampshire, Inc. acquired The Way Home, Inc. and assumed the delivery of all Contract services and funding on their behalf for Emergency Solutions Grant for Covid-19 Response previously held by The Way Home, Inc. (SS-2021-DEHS-06-EMERG-04); and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$678,230.
2. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B Amendment #1, Scope of Services, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be retroactively effective to July 1, 2021 upon the date of Governor and Executive 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

8/13/2021

Date

DocuSigned by:
Katja Fox

Name: Katja Fox
Title: Director

8/12/2021

Date

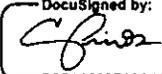
Easter Seals New Hampshire, Inc.
DocuSigned by:
Elin Treanor

Name: Elin Treanor
Title: CFO

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

OFFICE OF THE ATTORNEY GENERAL

8/13/2021
Date

DocuSigned by:

Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

Scope of Services

1. Statement of Work

1.1. General Services

- 1.1.1. The Contractor shall provide services in this agreement to individuals and families who are experiencing homelessness or at risk of becoming homeless in accordance with 24 CFR Parts 91 and 576.
- 1.1.2. The Contractor shall ensure services are available statewide.
- 1.1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 4:00 PM, excluding state and federal holidays.
- 1.1.5. Notwithstanding the confidentiality procedures established under 24 CFR 578.103(b), US Department of Housing and Urban Development (HUD), the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the Continuum of Care (CoC) grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.
- 1.1.6. The Contractor shall provide services according to HUD regulations outlined in Public Law 102-550 and 24 CFR 576 and other written, appropriate HUD policies and directives.
- 1.1.7. The Contractor shall ensure all programs are licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry.
- 1.1.8. The Contractor shall cooperate fully with and answer all questions related to this contract from representatives of the State or Federal agencies who may conduct periodic observation and review of performance, activities and an inspection of records and documents.
- 1.1.9. The Contractor shall determine eligibility for services, as funded by the Emergency Solutions Grant CARES Act (ESG-CV), for individuals identified in Section 1.1.1., which includes but is not limited to:

1.1.9.1. Determining individual and family income eligibility for

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**New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response**



EXHIBIT B

services in accordance with U.S. Housing and Urban Development (HUD) regulations for ESG, as specified in 24 CFR 576.

- 1.1.9.2. Reassessing income eligibility for individuals and families every six (6) months of program participation for Homelessness Prevention.
- 1.1.9.3. Reassessing income eligibility for individuals and families every twelve (12) months for Rapid Rehousing.
- 1.1.9.4. Ensuring annual income:
 - 1.1.9.4.1. Includes all earned and unearned income from all sources that go to any family member.
 - 1.1.9.4.2. Is calculated by annualizing current income to determine projected annual income.
 - 1.1.9.4.3. Is adjusted according participant income increases/decreases. The Contractor shall ensure all prevention participant households report all income changes within thirty (30) days of the change occurring.
- 1.1.9.5. Documenting activities for households who engage in or apply for Street Outreach, Rapid Re-Housing, Homelessness Prevention, and/or Emergency Shelter services according to HUD guidelines, which includes but is not limited to collecting information and documenting:
 - 1.1.9.5.1. Immediate risks and/or crisis to individuals and families applying for assistance to determine if steps needed to avert physical or psychological danger or threat of immediate housing loss.
 - 1.1.9.5.2. Basic demographic and contact information, including but not limited to name, age, dependents, other family, current location, contact phone numbers and addresses.
 - 1.1.9.5.3. Issues identified by participants that affect housing, which may include, but are not limited to, past due rent, landlord issues, credit history, criminal background, lack of employment, and lack of income.
 - 1.1.9.5.4. Solutions as defined by participant wants or requests in relation to availability.

New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

- 1.1.9.5.5. Eligibility information, including but not limited to, verification of literal homelessness or imminent risk of homelessness, ensuring documentation is in accordance with HUD's preferred method of verification, as noted in 24 CFR 576.
- 1.1.9.5.6. Additional risks and vulnerabilities for prioritizing purposes, which include, but are not limited to, severe rent burdens, domestic violence, prior incarceration or institutionalization, health or mental health issues, substance abuse, and other specific housing retention barriers.
- 1.1.9.5.7. Written third-party verification of rental arrearages, notices of eviction, homelessness, or utility shutoff notices.
- 1.1.10. The Contractor shall ensure sufficient licensed staff to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS).
- 1.1.11. The Contractor shall ensure staff providing services are familiar with and follow NH HMIS policy.
- 1.2. Street Outreach
 - 1.2.1. The Contractor shall conduct street outreach activities, in accordance with 24 CFR Part 576.101, in order to meet the needs of unsheltered homeless individuals by connecting them with emergency shelter, housing, and/or critical health services.
 - 1.2.2. Essential Services: The Contractor shall provide essential services to eligible individuals, which include but are not limited to:
 - 1.2.2.1. Client engagement.
 - 1.2.2.2. Case management.
 - 1.2.2.3. Emergency health services.
 - 1.2.2.4. Emergency mental health services.
 - 1.2.2.5. Transportation.
 - 1.2.2.6. Services for special populations.
 - 1.2.3. Additional Eligible Street Outreach Activities: In addition to the eligible activities listed in 24 CFR 576 – Subpart B, the Contractor may use ESG-CV funds for the following:
 - 1.2.3.1. Handwashing stations and portable bathrooms: Under 24 CFR 576.101(a), for the installation and maintenance of

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New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

handwashing stations and portable bathrooms in outdoor locations for those experiencing unsheltered homelessness.

1.3. Rapid Re-Housing

1.3.1. The Contractor shall conduct Rapid Re-Housing activities, that include providing rental assistance and providing housing relocation and stabilization services, in accordance with 24 CFR Part 576.104, in order to move homeless individuals to permanent housing.

1.3.1.1. Rental Assistance: The Contractor shall provide short-and/or medium-term rental assistance services, which include but are not limited:

1.3.1.1.1. Short-term rental assistance.

1.3.1.1.2. Medium-term rental assistance.

1.3.1.1.3. Assistance with rental arrearages.

1.3.1.2. Tenant-Based Rental Assistance (TBRA): The Contractor shall provide TBRA, which includes but is not limited to:

1.3.1.2.1. Rental assistance for no more than a twenty-four (24) month period over a thirty-six (36) month period. The Contractor shall:

1.3.1.2.1.1. Enter into a rental assistance agreement with the owner or landlord on behalf of the program participant, ensuring that the Contractor receives a copy of all general notices, complaints, and notices of eviction from the landlord or owner.

1.3.1.2.1.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.

1.3.1.2.1.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.

1.3.1.2.1.4. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.

1.3.1.2.2. Waiver of the requirement in 24 CFR 576.106(d)

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New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

which prohibits rental assistance where the rent for the unit exceeds the Fair Market Rent established by HUD, as provided under 24 CFR Part 888, so long as the rent complies with HUD's standards of rent reasonableness.

1.3.1.2.3. Waiver of the requirement in 24 CFR 576.106(a) limiting the total number of months a program participant can receive rental assistance to twenty-four (24) months during any three (3) year period solely for program participants who reach their twenty-four (24) month maximum between January 21, 2020 and March 1, 2021, provided that the rental assistance is only extended for participants for no more than six (6) additional months.

1.3.1.3. Housing Relocation and Stabilization Services: The Contractor shall provide housing relocation and stabilization services, in accordance with 24 CFR Part 576.104. The Contractor shall:

1.3.1.3.1. Provide financial assistance that may include, but is not limited to:

1.3.1.3.1.1. Rental application fees.

1.3.1.3.1.2. Security deposits.

1.3.1.3.1.3. Last month's rent.

1.3.1.3.1.4. Utility deposits.

1.3.1.3.1.5. Utility payments.

1.3.1.3.1.6. Moving costs.

1.3.1.3.2. Provide services, or pay for costs of services provided, that include, but are not limited to:

1.3.1.3.2.1. Housing search and placement services.

1.3.1.3.2.2. Housing stability case management.

1.3.1.3.2.3. Mediation services.

1.3.1.3.2.4. Legal services.

1.3.1.3.2.5. Credit repair services.

1.3.1.4. The Contractor shall conduct an inspection for each unit to

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New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards. Additionally, the Contractor shall ensure:

1.3.1.4.1. Occupied housing meets State and local housing requirements including, but not limited to, compliance with:

1.3.1.4.1.1. All applicable state and local housing codes.

1.3.1.4.1.2. Licensing requirements.

1.3.1.4.1.3. All requirements regarding the condition of the structure.

1.3.1.4.1.4. All requirements regarding the operation of housing or services.

1.3.1.5. The Contractor shall ensure occupied housing meets the Lead-Based Paint Poisoning Prevention and Disclosure Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851-4856), and implementing regulations in CFR part 35, subparts A, B, H, J, K, M, and R.

1.3.2. Additional Eligible Rapid Re-Housing Activities: In addition to the eligible activities listed in 24 CFR 576 – Subpart B, as permitted by the CARES Act, the Contractor may use ESG-CV funds for the following activities:

1.3.2.1. Landlord incentives: Under 24 CFR 576.105, to add the eligible cost of paying for landlord incentives, as reasonable and necessary, to obtain housing for individuals and families experiencing homelessness and at risk of homelessness. However, a recipient may not use ESG-CV funds to pay the landlord incentives set forth below in an amount that exceeds three (3) times the rent charged for the unit. The Contractor may offer landlord incentives that include:

1.3.2.1.1. Signing bonuses equal to up to 2 months of rent;

1.3.2.1.2. Security deposits equal to up to 3 months of rent;

1.3.2.1.3. Paying the cost to repair damages caused by the program participant not covered by the security deposit or that occurred while the program participant is still residing in the unit; and

1.3.2.1.4. Paying the costs of extra cleaning, or

New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

maintenance of a program participant's unit or appliances.

1.4. Homelessness Prevention

1.4.1. The Contractor shall conduct Homelessness Prevention activities, that include providing rental assistance and providing housing relocation and stabilization services, in accordance with 24 CFR Part 576.103, in order to prevent individuals and families from moving into an emergency shelter or living in a public or private place not meant for humans.

1.4.1.1. Rental Assistance: The Contractor shall provide short- and/or medium-term rental assistance services, which include but are not limited:

1.4.1.1.1. Short-term rental assistance.

1.4.1.1.2. Medium-term rental assistance.

1.4.1.1.3. Assistance with rental arrearages.

1.4.1.2. Tenant-Based Rental Assistance (TBRA): The Contractor shall provide TBRA, which includes but is not limited to:

1.4.1.2.1. Rental assistance for no more than twenty-four (24) months over a thirty-six (36) month period. The Contractor shall:

1.4.1.2.1.1. Enter into a rental assistance agreement with the owner or landlord on behalf of the program participant, ensuring that the Contractor receives a copy of all general notices, complaints, and notices of eviction from the landlord or owner.

1.4.1.2.1.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.

1.4.1.2.1.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.

1.4.1.2.1.4. Ensure rental units comply with HUD's standard of ^{of} rent

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New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

reasonableness, as established in
24 CFR 982.507.

1.4.1.2.2. Waiver of the requirement in 24 CFR 576.106(d) which prohibits rental assistance where the rent for the unit exceeds the Fair Market Rent established by HUD, as provided under 24 CFR Part 888, so long as the rent complies with HUD's standards of rent reasonableness.

1.4.1.3. Housing Relocation and Stabilization Services: The Contractor shall provide housing relocation and stabilization services, in accordance with 24 CFR Part 576.103. The Contractor shall:

1.4.1.3.1. Provide financial assistance that may include, but are not limited to:

1.4.1.3.1.1. Rental application fees.

1.4.1.3.1.2. Security deposits.

1.4.1.3.1.3. Last month's rent.

1.4.1.3.1.4. Utility deposits.

1.4.1.3.1.5. Utility payments.

1.4.1.3.1.6. Moving costs.

1.4.1.3.2. Provide services, or pay for costs for services provided, that may include, but are not limited to:

1.4.1.3.2.1. Housing search and placement services.

1.4.1.3.2.2. Housing stability case management.

1.4.1.3.2.3. Mediation services.

1.4.1.3.2.4. Legal services.

1.4.1.3.2.5. Credit repair services.

1.4.1.4. The Contractor shall conduct an inspection for each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards. Additionally, the Contractor shall ensure:

1.4.1.4.1. Occupied housing meets State and local housing requirements including, but not limited to, compliance with:

New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

- 1.4.1.4.1.1. All applicable state and local housing codes.
 - 1.4.1.4.1.2. Licensing requirements.
 - 1.4.1.4.1.3. All requirements regarding the condition of the structure.
 - 1.4.1.4.1.4. All requirements regarding the operation of housing or services.
 - 1.4.1.5. The Contractor shall ensure occupied housing meets the Lead-Based Paint Poisoning Prevention and Disclosure Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851-4856), and implementing regulations in CFR part 35, subparts A, B, H, J, K, M, and R.
 - 1.4.2. Additional Eligible Homelessness Prevention Activities: In addition to the eligible activities listed in 24 CFR 576 – Subpart B, as permitted by the CARES Act, the Contractor may use ESG-CV funds for the following activities:
 - 1.4.2.1. Landlord incentives: Under 24 CFR 576.105, to add the eligible cost of paying for landlord incentives as reasonable and necessary to obtain housing for individuals and families experiencing homelessness and at risk of homelessness. However, a recipient may not use ESG-CV funds to pay the landlord incentives set forth below in an amount that exceeds three (3) times the rent charged for the unit. The Contractor may offer landlord incentives that include:
 - 1.4.2.1.1. Signing bonuses equal to up to 2 months of rent;
 - 1.4.2.1.2. Security deposits equal to up to 3 months of rent;
 - 1.4.2.1.3. Paying the cost to repair damages caused by the program participant not covered by the security deposit or that are occurred while the program participant is still residing in the unit; and,
 - 1.4.2.1.4. Paying the costs of extra cleaning or maintenance of a program participant's unit or appliances.
- 1.5. Emergency Shelter
 - 1.5.1. The Contractor shall conduct emergency shelter activities to include essential services and shelter operations, in accordance with 24 CFR Part 576.102.

New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

- 1.5.1.1. Emergency shelter funding shall support ongoing shelter decompression, and support expanded winter sheltering to the extent possible.
- 1.5.1.2. Essential Services: The Contractor shall provide essential services to eligible individuals, which include but are not limited to:
 - 1.5.1.2.1. Case management.
 - 1.5.1.2.2. Child care.
 - 1.5.1.2.3. Education Services.
 - 1.5.1.2.4. Employment Assistance and job training.
 - 1.5.1.2.5. Outpatient health services.
 - 1.5.1.2.6. Legal services.
 - 1.5.1.2.7. Life skills training.
 - 1.5.1.2.8. Mental health services.
 - 1.5.1.2.9. Substance abuse treatment services.
 - 1.5.1.2.10. Transportation.
 - 1.5.1.2.11. Services for special populations.
- 1.5.1.3. Shelter Operations: The Contractor shall increase the quantity and quality of temporary shelters available to eligible individuals. Costs associated with shelter operations must comply with HUD regulations and may include, but are not limited to:
 - 1.5.1.3.1. Maintenance.
 - 1.5.1.3.2. Rent.
 - 1.5.1.3.3. Security.
 - 1.5.1.3.4. Fuel.
 - 1.5.1.3.5. Equipment.
 - 1.5.1.3.6. Insurance.
 - 1.5.1.3.7. Utilities.
 - 1.5.1.3.8. Food.
 - 1.5.1.3.9. Furnishings.
 - 1.5.1.3.10. Supplies necessary for shelter operation.
 - 1.5.1.3.11. Hotel and/or motel vouchers, which may also be

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New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

utilized for cleaning rooms occupied by program participants as well as for repairing damages caused by program participants above normal wear and tear of the room in order to allow recipients the ability secure hotel and motel rooms as needed to prevent the spread of Coronavirus.

1.5.2. Additional Eligible Emergency Shelter Activities: In addition to the eligible activities listed in 24 CFR 576 – Subpart B, as permitted by the CARES Act, the Contractor may use ESG-CV funds for the following activities:

1.5.2.1. Providing Temporary Emergency Shelters for individuals and families experiencing homelessness in order to prevent, prepare for, and respond to Coronavirus. Eligible costs include:

1.5.2.1.1. Leasing existing real property or temporary structures to be used as temporary emergency shelters.

1.5.2.1.2. Acquisition of real property, which may include, but is not limited to, hotels, ancillary structures, or parking lots, ensuring the total amount of ESG-CV funds utilized for acquisition do not exceed \$2,500,000 per real property.

1.5.2.1.3. Renovations, which may include major rehabilitation and conversion of real property into temporary shelters.

1.5.2.1.4. Shelter operations costs.

1.5.2.1.5. Services, including essential services, in accordance with 24 CFR 576.102(a)(1); housing search and placement services in accordance with 25 CFR 576.105(b)(1); and housing search and counseling services provided in accordance with 24 CFR 576.53(e)(8), except as otherwise stated in 24 CFR 576.407.

1.5.2.1.6. Other shelter costs pre-approved by HUD in writing.

1.5.2.2. The Contractor shall ensure all temporary emergency shelters comply with the lead-based paint remediation requirements of 24 CFR 576.403(a).

New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

The Contractor shall comply with nondiscrimination and applicable accessibility requirements under Section 504 of the Rehabilitation Act, the Fair Housing Act, the Americans with Disabilities Act and their implementing regulations

1.6. Additional Eligible Activities Applicable to all ESG-CV Program Components

1.6.1. In addition to the eligible activities listed in 24 CFR 576 – Subpart B, the Contractor may use ESG-CV funds for the following:

1.6.1.1. Volunteer incentives: Under 24 CFR 576.101(a), 24 CFR 576.102(a)(1), and 24 CFR 576.105(b), for the cost of providing reasonable incentives to volunteers (e.g., cash or gift cards) who have been and are currently helping to provide necessary street outreach, emergency shelter, essential services, and housing relocation and stabilization services during the coronavirus outbreak.

1.6.1.2. Hazard pay: For staff working directly to prevent, prepare for, and respond to coronavirus among persons who are homeless or at risk of homelessness.

2. Exhibits Incorporated

2.1. 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.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

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

3. Reporting Requirements

3.1. The Contractor shall provide quarterly reports using HMIS data which include, number of entries into Street Outreach, Rapid Re-Housing, Homelessness Prevention and related costs for all services by the 10th day following the end of the quarter.

3.2. The Contractor shall ensure quarterly reports are submitted to:

NH DHHS
Bureau of Housing Supports
129 Pleasant St
Concord, NH 03301

4. Performance Measures

**New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response**



EXHIBIT B

- 4.1. The Department will monitor Contractor performance using the following measures:
 - 4.1.1. The length of time individuals remain homeless;
 - 4.1.2. The extent to which individuals who exit homelessness into permanent housing destinations return to homelessness; and
 - 4.1.3. Successful exits to permanent housing destinations.
- 4.2. The Contractor shall ensure 100% of all client level data is entered into NH HMIS within five (5) days of the client's entry into the program.
- 4.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.4. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.5. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

5.3. Credits and Copyright Ownership

- 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and

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**New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response**



EXHIBIT B

Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.
 - 5.3.3.3. Protocols or guidelines.
 - 5.3.3.4. Posters.
 - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

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

5.5. Eligibility Determinations

- 5.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

**New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response**



EXHIBIT B

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

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 6.1.4. Medical records on each patient/recipient of services.
- 6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and

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**New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response**



EXHIBIT B

any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

State of New Hampshire

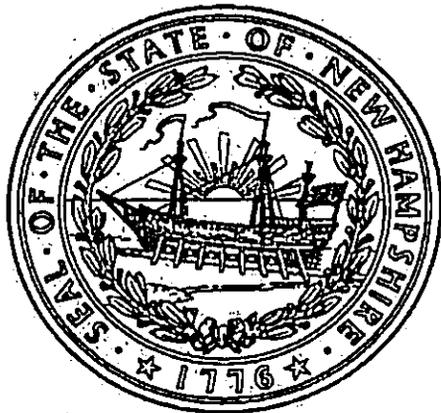
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EASTER SEALS NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 06, 1967. 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: 61290

Certificate Number: 0005334269



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Cynthia Ross, 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 Easter Seals New Hampshire, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 10, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Elin Treanor, CFO (may list more than one person)
(Name and Title of Contract Signatory)

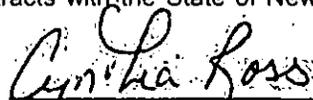
is duly authorized on behalf of Easter Seals New Hampshire, Inc. to enter into contracts or agreements with the State

(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: 8/12/2021



Signature of Elected Officer

Name: Cynthia Ross

Title: Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/29/2020

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 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 Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Tina Housman PHONE (A/C No. Ext.): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: thousman@hayscompanies.com														
INSURED Easter Seals New Hampshire, Inc 555 Auburn Street Manchester NH 03103	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: The North River Insurance Company</td> <td style="text-align: center;">21105</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The North River Insurance Company	21105	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 21-22 WC** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ _____ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
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 <input type="checkbox"/>	N/A	406-733761-8	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Insured includes Manchester Alcoholism Rehabilitation Inc. dba Farnum Center

CERTIFICATE HOLDER Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/GSCHIC <i>JH</i>
--	--

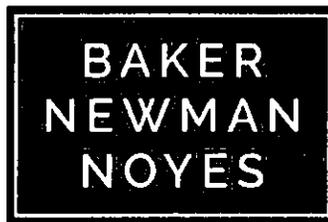
DESCRIPTIONS (Continued from Page 1)

above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.



Mission:

Easterseals provides exceptional services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.



**Easter Seals New Hampshire, Inc.
and Subsidiaries**

Single Audit Act Reports

Year Ended August 31, 2020

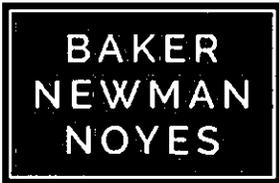
EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SINGLE AUDIT ACT REPORTS

August 31, 2020

TABLE OF CONTENTS

	<u>Page</u>
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	1
Independent Auditors' Report on Compliance For Each Major Federal Program; Report on Internal Control Over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance	3
Schedule of Expenditures of Federal Awards	5
Notes to Schedule of Expenditures of Federal Awards	9
Schedule of Findings and Questioned Costs	10
Summary Schedule of Prior Audit Findings	13



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

The Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statement of financial position as of August 31, 2020, and the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated December 11, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the consolidated financial statements, we considered Easter Seals NH's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Easter Seals NH's internal control. Accordingly, we do not express an opinion on the effectiveness of Easter Seals NH's internal control.

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Easter Seals NH's consolidated financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

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

Baker Newman & Noyes LLC
Manchester, New Hampshire
December 11, 2020



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**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR
FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE;
AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
REQUIRED BY THE UNIFORM GUIDANCE**

The Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Report on Compliance for Each Major Federal Program

We have audited Easter Seals New Hampshire, Inc. and Subsidiaries' (Easter Seals NH) compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Compliance Supplement that could have a direct and material effect on each of Easter Seals NH's major federal programs for the year ended August 31, 2020. Easter Seals NH's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Easter Seals NH's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 of the U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Easter Seals NH's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Easter Seals NH's compliance.

Opinion on Each Major Federal Program

In our opinion, Easter Seals NH complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended August 31, 2020.

The Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Report on Internal Control Over Compliance

Management of Easter Seals NH is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Easter Seals NH's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Easter Seals NH's internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the consolidated financial statements of Easter Seals NH as of and for the year ended August 31, 2020, and have issued our report thereon dated December 11, 2020, which contained an unmodified opinion on those consolidated financial statements. Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Baker Newman & Noyes LLC
Manchester, New Hampshire
December 11, 2020

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended August 31, 2020

<u>Federal Grantor/Pass-Through Grantor/Program Title or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Total Federal Expenditures</u>
U.S. Department of Agriculture:			
Passed through the New Hampshire Department of Education:			
Child Nutrition Cluster:			
School Breakfast Program	10.553	02-6000618	\$ 9,130
National School Lunch Program	10.555	02-6000618	<u>167,419</u>
Total Child Nutrition Cluster			176,549
Child and Adult Care Food Program	10.558	02-6000618	<u>181,676</u>
Total U.S. Department of Agriculture			358,225
U.S. Department of Housing and Urban Development:			
Passed through the City of Manchester Community Improvement Program:			
Community Development Block Grants/ Entitlement Grants	14.218	02-6000517	30,000
Passed through the State of New Hampshire Department of Health and Human Services – Bureau of Homeless and Housing Services:			
Emergency Solutions Grant Program	14.231	02-6000618	<u>72,547</u>
Total U.S. Department of Housing and Urban Development			102,547
U.S. Department of Justice – Office on Violence Against Women:			
Passed through the City of Manchester Police Improving Criminal Justice Responses to Sexual Assault, Domestic Violence, Dating Violence and Stalking Grant Program:			
Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program	16.590	02-6000517	<u>370</u>
Total U.S. Department of Justice – Office Against Violence Against Women			370
U.S. Department of Labor:			
Homeless Veterans Reintegration Project	17.805	N/A	<u>265,751</u>
Total U.S. Department of Labor			265,751

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

Year Ended August 31, 2020

<u>Federal Grantor/Pass-Through Grantor/Program Title or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Total Federal Expenditures</u>
U.S. Department of the Treasury:			
Passed Through State of NH Governor's Office for Emergency Relief and Recovery (GOFERR):			
Coronavirus Relief Fund	21.019*	02-6000618	\$ 12,813
Passed Through Swim With a Mission:			
Coronavirus Relief Fund	21.019*	81-4476050	46,676
Passed through the New Hampshire Department of Employment Security:			
Coronavirus Relief Fund	21.019*	02-6000618	1,779,150
Passed through Pathways of River Valley:			
Coronavirus Relief Fund	21.019*	23-7291410	43,350
Passed through Lakes Region Community Services:			
Coronavirus Relief Fund	21.019*	02-0329795	16,650
Passed through the Community Bridges:			
Coronavirus Relief Fund	21.019*	02-0368594	287,850
Passed through Monadnock Development Services:			
Coronavirus Relief Fund	21.019*	02-0369974	46,650
Passed through Gateways Community Services:			
Coronavirus Relief Fund	21.019*	02-0377315	117,750
Passed through Moore Center:			
Coronavirus Relief Fund	21.019*	02-0261136	113,850
Passed through One Sky Community Services:			
Coronavirus Relief Fund	21.019*	02-0368955	260,550
Passed through Community Partners:			
Coronavirus Relief Fund	21.019*	25-1918334	76,650
Passed through Community Crossroads:			
Coronavirus Relief Fund	21.019*	02-0347939	<u>71,550</u>
Total U.S. Department of the Treasury			2,873,489
U.S. National Endowment for the Arts:			
Passed through the New Hampshire State Council on the Arts:			
Promotion of the Arts Partnership Agreements	45.025	02-6000618	<u>4,350</u>
Total U.S. National Endowment for the Arts			4,350
U.S. Department of Veteran's Affairs:			
VA Homeless Providers Grant and Per Diem Program	64.024	N/A	73,183
Passed through University of Vermont & State Agriculture:			
VA Supportive Services for Veteran Families Program	64.033	03-0179440	<u>225,755</u>
Total U.S. Department of Veteran's Affairs			298,938

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

Year Ended August 31, 2020

<u>Federal Grantor/Pass-Through Grantor/Program Title or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Total Federal Expenditures</u>
U.S. Department of Education:			
Passed through the New Hampshire Department of Children, Youth and Families:			
Title I Grants to Local Educational Agencies	84.010	02-6000618	\$ <u>102,875</u>
Total U.S. Department of Education			102,875
U.S. Department of Health and Human Services:			
CCDF Cluster:			
Passed through the New Hampshire Department of Health and Human Services:			
Child Care Mandatory and Matching Funds of the Child Care and Development Fund	93.596*	02-6000618	705,020
Child Care and Development Block Grant	93.575*	02-6000618	<u>278,381</u>
Total CCDF Cluster			983,401
Alzheimer's Disease Program Initiative (ADPI)	93.470	N/A	229,102
Passed through the New Hampshire Bureau of Elderly and Adult Services:			
Special Programs for the Aging – Title III, Part B – Grants For Supportive Services and Senior Centers	93.044	02-6000618	84,810
Special Programs for the Aging, Title IV and Title II Discretionary Projects	93.048	02-6000618	43,502
National Family Caregiver Support, Title III, Part E	93.052	02-6000618	47,973
Medicare Enrollment Assistance Program	93.071	02-6000618	14,104
Affordable Care Act D Aging and Disability Resource Center	93.517	02-6000618	5,749
Social Services Block Grant	93.667	02-6000618	242,610
Medical Assistance Program	93.778	02-6000618	72,033
CMS Research, Demonstrations and Evaluations	93.779	02-6000618	49,842
Passed through Division for Children, Youth and Families, Juvenile Justice Services:			
Stephanie Tubbs Child Welfare Services Program	93.645	02-6000618	36,492
Passed through Manchester Community Health Center dba – Amoskeag Health:			
Substance Abuse and Mental Health Services – Projects of Regional and National Significance	93.243	02-0458174	10,049
Adoption Opportunities Grants: Title II of the Child Adoption Opportunities	93.652	02-0458174	11,884

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)

Year Ended August 31, 2020

<u>Federal Grantor/Pass-Through Grantor/Program Title or Cluster Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Total Federal Expenditures</u>
Passed through Catholic Medical Center: Medical Assistance Program	93.778	02-0315693	\$ 83,505
Passed through the New Hampshire Division of Public Health Bureau of Community Services, Alcohol and Other Drug Treatment Section: Block Grants for Prevention and Treatment of Substance Abuse	93.959*	02-6000618	303,542
Opioid STR	93.788	02-6000618	1,010,565
Passed through Catholic Medical Center: Opioid STR	93.788	02-0315693	338,050
Passed through the New Hampshire Division of Community Based Services, Bureau of Community Based Military Programs: Temporary Assistance for Needy Families	93.558	02-6000618	<u>97,611</u>
Total U.S. Department of Health and Human Services			<u>3,664,824</u>
Total Federal Expenditures			<u>\$7,671,369</u>

* Major Program

See notes to this schedule.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended August 31, 2020

1. Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal award activity of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) under programs of the federal government for the year ended August 31, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Easter Seals NH, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Easter Seals NH.

2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The Schedule does not include matching amounts that Easter Seals NH expends in connection with its federal programs. The categorization of expenditures by program included in the Schedule of Expenditures of Federal Awards is based upon the Catalog of Federal Domestic Assistance (CFDA). Easter Seals NH has elected to use the 10 percent de minimis indirect cost rate as allowed under the Uniform Guidance.

Easter Seals NH affiliates that received federal awards that are included in the Schedule include Manchester Alcoholism Rehabilitation Center, Easter Seals Maine, Inc., and Easter Seals Vermont, Inc.

3. Subrecipients

No grant monies expended and reported within the Schedule were passed through to subrecipients.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year Ended August 31, 2020

SECTION I – Summary of Audit Results

Financial Statements:

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP: *Unmodified*

Internal control over financial reporting:

Material weakness(es) identified?	_____	yes	<u> X </u>	no
Significant deficiency(ies) identified?	_____	yes	<u> X </u>	none reported
Noncompliance material to financial statements noted?	_____	yes	<u> X </u>	no

Federal Awards:

Internal control over major programs:

Material weakness(es) identified?	_____	yes	<u> X </u>	no
Significant deficiency(ies) identified?	_____	yes	<u> X </u>	none reported

Type of auditors' report issued on compliance for major federal programs: *Unmodified*

Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200.516(a)?	_____	yes	<u> X </u>	no
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Identification of Major Programs:

<u>CFDA #</u>	<u>Name of Federal Program or Cluster</u>
	U.S. Department of the Treasury:
	Passed Through State of NH Governor's Office for Emergency Relief and Recovery (GOFERR):
21.019	Coronavirus Relief Fund
	Passed through Swim With A Mission:
21.019	Coronavirus Relief Fund
	Passed through the New Hampshire Department of Employment Security:
21.019	Coronavirus Relief Fund
	Passed through Pathways of River Valley:
21.019	Coronavirus Relief Fund
	Passed through Lakes Region Community Services:
21.019	Coronavirus Relief Fund
	Passed through Community Bridges:
21.019	Coronavirus Relief Fund

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year Ended August 31, 2020

SECTION I – Summary of Audit Results

Identification of Major Programs (Continued):

<u>CFDA #</u>	<u>Name of Federal Program or Cluster</u>
21.019	Passed through Monadnock Development Services: Coronavirus Relief Fund
21.019	Passed through Gateways Community Services: Coronavirus Relief Fund
21.019	Passed through Moore Center: Coronavirus Relief Fund
21.019	Passed through One Sky Community Services: Coronavirus Relief Fund
21.019	Passed through Community Partners: Coronavirus Relief Fund
21.019	Passed through Community Crossroads: Coronavirus Relief Fund
	U.S. Department of Health and Human Services: CCDF Cluster:
	Passed through the New Hampshire Department of Health and Human Services:
93.596	Child Care: Mandatory and Matching Funds of the Child Care and Development Fund
93.575	Child Care and Development Block Grant
	Passed through the New Hampshire Division of Public Health Bureau of Community Services, Alcohol and Other Drug Treatment Section:
93.959	Block Grants for Prevention and Treatment of Substance Abuse
	Dollar threshold used to distinguish between Type A and Type B programs: \$750,000
	Auditee qualified as low-risk auditee? <u> X </u> yes <u> </u> no

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

Year Ended August 31, 2020

SECTION II – Financial Statement Findings

Findings related to the financial statements which are required to be reported in accordance with *Government Auditing Standards*:

None

SECTION III – Federal Award Findings and Questioned Costs

Findings and questioned costs for federal awards which shall include findings as defined in Section 2 CFR 200.516(a):

None

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

Year Ended August 31, 2020

The prior year single audit disclosed no findings in the Schedule of Findings and Questioned Costs and no unrecorded or unresolved findings exist from the prior audit's Summary Schedule of Prior Audit Findings.

2021 Easter Seals New Hampshire, Inc. Board of Directors

Chairman

Matthew Boucher
President
Airmar Technology Corp.

Treasurer

Bryan Bouchard
CMA & Assistant Professor
Southern NH University

Gregory Baxter, MD
President, Elliot Health System

Eddie Edwards
Eddie Edwards Consulting, LLC

9/2012-12/2021

3/2015-12/2021

2/2020-12/2023

2/2021-12/2023

Past Chairman

Andrew MacWilliam
Partner
Pricewaterhouse Coopers LLP

Assistant Treasurer

Charles Panasis
Director
Brady Sullivan Properties

Jim Bee, CIMA
Senior Vice President
Morgan Stanley

Elizabeth Hitchcock
Partner
Orbit Group

9/2009-12/2021

11/2012-12/2021

10/2008-12/2021

4/2021-12/2023

Vice Chairman

Tom Sullivan
President
Sullivan Construction, Inc.

Secretary

Mary Flowers
President
Flowers Communication

Tom Bullock
Chairman of the Board
Amoskeag Beverages

William Lambrukos
Sr. VP Operations
Northeast Delta Dental

5/2009-12/2021

12/2017-12/2023

7/2015-11/2020 (FC)
12/2020-12/2023

4/2019-12/2022

Vice Chairman

Charles S. Goodwin
Cogswell Benevolent Trust

Trevor Arp

Senior VP, Comcast

Rick Courtemanche
IBM (Ret)

Lucy Lange
General Manager
Monadnock Radio Group

11/2005-12/2023

2/2021-12/2023

11/2013-12/2022

12/2018-12/2021



2021 Easter Seals New Hampshire, Inc. Board of Directors

Bob Litterst
Fidelity Investments (Ret)

Sanjeev Srinivasan
VP, Corporate Dev & Strategy
Hypertherm

11/2015-12/2021

4/2021-12/2023

Tracey Pelton
Exec Dir, Business Dev & Mkting
PROCON LLC

Paul E. Voegelin, COO
Sheehan Phinney Bass + Green

1/2018-12/2023

9/2018-11/2021 (FC)
12/2020-12/2023

Richard Rawlings
Mng.Ptrnr (Ret)
Northwestern Mutual

Rob Wieczorek
President, Wieczorek Insurance

12/1999-12/2021

11/2013-12/2021

Linda Roth
Long Term Care (Ret)

*General Counsel & Assistant
Secretary* (non-voting member)
Bradford Cook, Esq.
Sheehan Phinney

12/2017-12/2023

11/2001-12/2022

Elin Treanor
Concord, New Hampshire 03301

CAREER SUMMARY:

Leadership, management and teamwork involving all business related functions and administration. Major emphasis on providing high quality and cost effective services to customers.

SKILLS & EXPERIENCE:

- Accounting, financial reporting, budgeting, internal controls, auditing, cost reporting, variance analysis, accounts payable, purchasing and payroll
- Cash management, investments, borrowing, banking relationships
- Billing, receivables, collections, funding sources, third party reimbursement
- Insurances, contracts, grants, legal issues
- Policies and procedures development, problem solving
- Financial training and consultation
- Strategic and business planning
- Liaison with Board of Directors and Committees

WORK HISTORY:

- | | |
|----------------|--|
| 1994 – Present | Easter Seals New Hampshire, Inc., Manchester, NH
<u>Senior Vice President & Chief Financial Officer</u>
Oversee fiscal management for 100 million-dollar budget size, multi-corporate, multi-state entity. Also, responsible for reception, maintenance, customer service functions. |
| 1988 – 1994 | Easter Seal Society of NH, Inc., Manchester, NH
<u>Vice President of Finance</u>
Responsible for finance functions and information systems agency wide. Instrumental in major financial turnaround from \$600,000 deficit in 1988 to \$100,000 surplus in 1989 and surpluses every year thereafter. |
| 1984 – 1988 | Easter Seal Society of NH, Inc., Manchester, NH
<u>Controller</u>
Promoted to position with added responsibilities of managing billing function and staff. Converted financial applications to integrated automated systems. Involved in corporate reorganizations to multiple entities and external corporate mergers and acquisitions. |

Elin Treanor
work history cont'd

- 1982 – 1984 Easter Seal Society of NH, Inc., Manchester, NH
Chief Accountant
Promoted to supervisory position to manage accounting, payroll, payables, purchasing. Revised budget process, audit work, procedures and monitoring systems.
- 1981 – 1982 Easter Seal Society of NH, Inc., Manchester, NH
Accountant
Promoted to take charge of general ledger, reconciliations and financial reporting. Established chart of accounts, fund accounting system and internal controls.
- 1980 – 1981 Easter Seal Society of NH, Inc., Manchester, NH
Internal Auditor
Handled accounts payable, cash flow, grant billing and review of general ledger accounts.
- 1974 – 1980 Marshalls, Peabody, MA
Senior Clerk
Worked as cashier, customer service representative and bookkeeper, while attending college.

EDUCATION:

- 1989 New Hampshire College, Hooksett, NH
Masters in Business Administration
- 1980 Bentley College, Waltham, MA
Bachelor of Science, Accounting Major
- 1977 North Shore Community College, Beverly, MA
Associates Degree, Accounting Major

JOSEPH T. EMMONS

Easterseals NH ♦ 555 Auburn Street ♦ Manchester, NH 03103 ♦ (603) 621.3570 ♦ jtemmons@eastersealsnh.org

WORK EXPERIENCE

Easterseals NH

Sr. Vice President of Development

Sept. 2017 - present

Manage day to day operations of Easterseals Development and Communications office (14 person staff in NH, ME and VT)

- Analyze information compiled by Development Coordinators and Managers regarding current donors and prospects to identify major gift prospects and extend the number of targeted prospects by making personal visits.
- Assist other staff and volunteers in developing strategy and contacts for those donors and prospects for which others may have a primary contact.
- Work with the Accounting Department to develop a comprehensive gift policy and procedure guideline.
- Work with Board to enhance relationships and create greater fundraising and outreach possibilities.
- Hiring and supervision of grant, development and events staff.
- Develop and manage budgets relating to special events and grants as well as oversee cash management at the events.
- Develop long-term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, and logistics.
- Organize, coordinate and supervise volunteers at special events.
- Oversee database manager who is responsible for the creation and management of potential participants and companies for events and provide reports as required.
- Work with and coordinate the activities of the National and Regional Corporate Sponsors to maintain a friendly and cooperative relationship, acquaint them with Easterseals' programs and services and advise and assist them in their fundraising activities.

Senior Director of Development

Nov. 2014 – Sept. 2017

Manage day-to-day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College.

- Work with chapter members to enhance relationships and create greater fundraising and outreach possibilities.
- Develop and manage budgets relating to special events as well as oversee cash management at the events.
- Develop long term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, logistics and new program development.
- Organize, coordinate and supervise volunteers at special events.
- Create and manage database of potential participants and companies for events and provide reports as required.

Saint Anselm College, Manchester, NH

Executive Director, Development and Advancement Services

Oct. 2013 – Nov. 2014

Manage day to day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College

- Supervision of annual giving, stewardship, research and advancement services teams in College Advancement
- Oversee and implement all direct mail, e-mail and social media communication – including content, segmentation, timing, etc. – resulting in a 3.7 million dollars raised in annual giving for fiscal year 2014
- Manage all gift entry and database coordination
- Supervise campaign communications and stewardship programs - developing a stewardship plan resulting in 95% of donors receiving donor stewardship packages
- Act as liaison between College Advancement and Athletics resulting in increased athletic participation and dollars raised each of the last 3 years
- Provide and report on fundraising financials to Trustees

Director, Annual Giving

December 2010 – October 2013

Manage \$3 million annual giving program for Saint Anselm College

- Supervision of five person annual giving staff
- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly ranging from \$1,000 to \$10,000
- Established new reunion giving program and young alumni giving program
- Increased alumni participation from 17% in 2010 to 21% projected in 2013
- Create and implement annual appeal schedule and mailings

Associate Director, Annual Giving

July 2009 – December 2010

Support, implement and enhance the Saint Anselm Fund

- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly
- Create annual fund marketing pieces and solicitation letters for fundraising purposes
- Manage and support Reunion Giving programs for 4-5 classes yearly
- Support Office of Alumni Relations at college programs and events

Assistant Director, Annual Giving/ Director, Saint Anselm Phone-a-thon

June 2005 – June 2009

Support and enhance the Saint Anselm Fund as well as being responsible for all day-to-day activities of Saint Anselm College Phone-a-thon program

- Lead and facilitated Senior Class Gift Program, increasing student participation three consecutive years
- Manage and supervised staff of 60-65 students in requesting donations from all college alumni
- Implemented a new training program for all callers resulting in higher overall alumni participation
- Assisted the Manager of Advancement Services in creating a new database to streamline the input and updating of alumni records
- Increased dollars raised by the phone-a-thon from \$95,000 to \$170,000

Assistant Director, Alumni Relations

September 2004 – June 2005

Work with Vice President of Alumni Relations in planning, implementation and follow-up on all college events

- Created and designed invitations and brochures for college alumni events
- Recruited and managed volunteers to work various college events including Reunion Weekend, Homecoming, and others
- Effectively responded to and communicated with alumni regarding general alumni inquiries

SnapDragon Associates, Bedford, NH

Recruiter

April 2004 – September 2004

Worked with the President and Vice President of company in all day-to-day activities of the company

- Contacted possible clients (businesses) to provide recruiting services resulting in 2-3 new leads per week
- Searched for, contacted and interviewed top quality professionals for client positions

EDUCATION

Masters in Business Administration

January 2008

Southern New Hampshire University, Manchester, NH

Bachelor of Arts in Business

May 2004

Saint Anselm College, Manchester, NH

OTHER RELATED EXPERIENCE

Moore Center Services Development Board

Sept. 2010 – Sept. 2016

Diocesan School Board – New Hampshire

June 2014 – present

Goffstown Junior Baseball Board

January 2016 - present

MAUREEN ANN BEAUREGARD
President & CEO
Easterseals New Hampshire, Inc.

<https://www.linkedin.com/in/maureen-beauregard-b637358/>

EDUCATION: B.S. University of New Hampshire

PROFESSIONAL EXPERIENCE:

2019 – Present Easterseals New Hampshire, Inc., Manchester, NH
<https://www.eastersealsnh.org/>
President/CEO

1991 – 2019 Families in Transition – New Horizons, Manchester, NH
<https://www.fitnh.org/>
President (2018–2019)
President and Founder (1991–2017)

1987 – 1991 State of New Hampshire, Division for Children and Youth
Services, Portsmouth, NH
<https://www.dhhs.nh.gov/dcyf/>
Child Protective Service Worker II

Maureen Ann Beauregard

Professional Expertise

Visionary/Tenacious	Strong Financial Acumen
Strategic Planning	Entrepreneur/Builder
Community Relationships	Experienced Communicator
Organizational Capacity Building	Team Building & Leadership

Professional Experience

November 1991 – ²⁰¹⁹ Present Families in Transition

January 2018 – Present 2019
President, Families in Transition – New Horizons, Manchester, NH

Key Accomplishments

- Merged Families in Transition with the State's largest shelter and food pantry.
- Successfully led board strategy for combined organization.
- Developed and led public awareness and acceptance of combined organization.
- Merger resulted in being the State's largest organization in the provision of shelter, housing, food and services for homeless families and individuals.

December 2017 – June 2018
Receiver of Serenity Place, Manchester, NH

Key Accomplishments

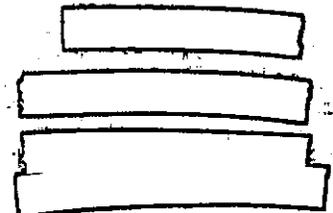
- Successfully navigated complex negotiations with the dissolution and replacement of critical substance use disorder program with the NH Charitable Trust office.
- Brought together key political leaders, businesses and NH's not-for-profit sector.

November 1991 – December 2017
President & Founder, Manchester, NH

Key Accomplishments

- Began as a program providing housing and services to 5 women and their children.
- Currently providing housing to 1,328 families and individuals and 138,000 meals annually.
- Developed housing and services programs in four geographic regions: Manchester, Concord, and Dover & Wolfeboro.
- Developed \$38M in Assets and a \$14M Annual Budget. Facilities developed with alternative financing structures that include varied layering structures resulting in affordability for the organization and those it serves.

Contact



Community Service

• (NH) Charitable Foundation – Member, Board of Directors, Current

• (NH) Interagency Council to End Homelessness – Past Chairperson, Board of Directors, 2015

• Leadership, New Hampshire, 2010

• Housing Action, New Hampshire – Past Council Member, 2009

• Greater Manchester Chamber of Commerce – Past Member, Board of Directors, 2009

Awards and Honors

• Greater Manchester Chamber of Commerce's Citizen of the Year, 2018

• Southern New Hampshire University Coeffler Award, 2018

• University of New Hampshire Granite State Award, 2018

• Business NH Magazine's Nonprofit of the Year, 2013

- Personally Authored and awarded +\$20M in HUD funding from 1995 – 2008.
- Developed 272 housing units and 199 shelter beds.
- Specialty Programs developed:
 1. Willows Substance Use Treatment Center – Outpatient and Intensive Outpatient services. Use of 3rd party insurance and state billing. Negotiations with State of NH.
 2. Two Transitional Living Programs, one for men and one for women. Use of 3rd party insurance and state billing. Negotiations with the State of NH.
 3. Recovery Housing - Safe housing for Moms with Children who are recovering from substance use disorder. Negotiated with State of NH.
 4. Open Doors – In-home substance use disorder services for parent(s) and therapeutic services for children.
 5. Connections to Recovery = 4 Geographic area outreach to homeless with substance use disorder. SAMSHA \$1.5M.

• Acquired Organizations Include:

1. Manchester Emergency Housing, 2012. Developed and expanded new family shelter that also includes a Resource Center in 2015.
2. New Hampshire Coalition to End Homelessness, 2014. Elevated organization as a leader in advocacy, research and training on behalf of homeless families and individuals.

• Organization developed to assist Families in Transition – New Horizons with double bottom line of assisting with financial sustainability and deeper mission impact include:

1. Housing Benefits, 2009. A not for profit organization and federally designated Community Housing Development Organization that is prioritized in receiving 10% of federal funds for housing related activities. Acts as the property management company and housing development arm of Families in Transition – New Horizons. Both the property management and developer fees assist with the organization's sustainability.
2. OutFITters Thrift Store, 2003. An LLC entrepreneurial business venture that provides profits and management fees to provide unrestricted resources for Families in Transition's mission. Assists in the sustainability of the organization and is the entry point for in-kind donors who become volunteers and eventually provide financial support the organization through financial donations.
3. Wilson Street Condo Association, 2018. Development of housing and commercial real estate \$3.9M. A project that houses a collaborative effort amongst four not-for-profit organizations with a focus on a substance use disorder. Provides property management and developer fees to assist.

• New Hampshire Business Reviews Outstanding Women in Business 2011

• Key to The City of Manchester by Mayor Robert Baines 2005

• National Association of Social Workers Citizen of the Year 2005

• NH Business Review's Business Excellence Award 2004

• Walter J. Dunfee Award for Excellence in Management Organizational Award 2004

• NH Commission on the Status of Women Women's Recognition Award 2003

• New Hampshire Housing Finance Authority Best Practices in Housing Development 2003

in organization's sustainability.

4. Antoinette Hill Condo Association, 2019. Purchase of housing units, \$1.6M. Provides property management and developer fees to assist in organization's sustainability.
5. Hope House, 2018. With a majority of gifts from two individuals, developed and implemented first shelter for families in the lakes region. The facility includes a commercial rental component of cell antennae and business rental income utilized to assist with the organizations sustainability.

November 1987 – March 1991

Child Protective Service Worker II

Portsmouth, NH

State of New Hampshire, Division for Children and Youth Services

Professional Expertise

Bachelor of Science University of New Hampshire, 1987

Masters of Arts Community Development Policy and Practice, University of New Hampshire, Student, 2019

References

Available Upon Request

Tina M. Sharby, PHR
Easter Seals New Hampshire, Inc.
555 Auburn Street
Manchester, NH 03103

Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

Areas of expertise include:

Strong analytical and organizational skills
Ability to manage multiple tasks simultaneously
Employment Law and Regulation Compliance
Strategic management, mergers and acquisitions

Problem solving and complaint resolution
Policy development and implementation
Compensation and benefits administration

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2012-Present

Senior Vice President Human Resources
Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center
1998-2012

Reporting directly to the President with total human resources and administration. Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a six state not-for-profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for Easter Seals NH, Inc.

Human Resources Director
Moore Center Services, Inc., Manchester, NH
1986-1998

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

EDUCATION

Bachelor of Science Degree, Keene State College, 1986
Minor in Human Resources and Safety Management
MS Organizational Leadership, Southern NH University (in process)

ORGANIZATIONS

Manchester Area Human Resource Association
Diversity Chair 2010
Society for Human Resource Management
BIA Human Resources
Health Care & Workforce Development Committee 2009, 2010

EASTER SEALS NEW HAMPSHIRE, INC.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maureen Beauregard	President & CEO	\$309,000.00	0%	\$0
Elin Treanor	CFO	\$262,254.48	0%	\$0
Joseph Emmons	CDO	\$148,526.00	0%	\$0
Tina Sharby	CHRO	\$183,855.00	0%	\$0

E
MAN

Lois A. Shilbrette
Commissioner

Christine L. Santaniello
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

November 19, 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 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, and 2020-21, Governor Sununu has authorized the Department of Health and Human Services, Division of Economic and Housing Stability, to enter into **Retroactive, Sole Source** contracts with the Contractors listed below in an amount not to exceed \$7,102,217 for the Emergency Solutions Grant Program for COVID-19 Response necessary to reduce first-time homelessness and evictions for individuals and families and to increase services and connections to housing necessary to prevent the spread of COVID-19 for those experiencing homelessness, effective retroactively to May 4, 2020, through September 30, 2022. 100% Federal Funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
The Bridge House, Inc. Plymouth, NH	VC#165288	Statewide	\$75,400
The Friends Program, Inc. Concord, NH	VC#154987	Statewide	\$101,700
The Front Door Agency, Inc. Nashua, NH	VC#158244	Amherst, Brookline, Hollis, Hudson, Litchfield, Mason, Merrimack, Milford, Mont Vernon, Nashua	\$313,800
Marguerite's Place, Inc. Nashua, NH	VC#157465	Statewide	\$86,400
Community Action Program Belknap and Merrimack Counties, Inc. Concord, NH	VC#177203	Belknap and Merrimack Counties	\$692,900
Seacoast Family Promise Stratham, NH	VC#311097	Statewide	\$49,700
Nashua Soup Kitchen and Shelter, Inc. Nashua, NH	VC#174173	Statewide	\$475,100

Nashua, NH			
New Hampshire Coalition Against Domestic and Sexual Violence Concord, NH	VC#155510	Statewide	\$528,400
FIT/NHH, Inc. Manchester, NH	VC#157730	Statewide	\$792,500
Southern New Hampshire Services, Inc. Manchester, NH	VC#177198	Hillsborough and Rockingham Counties	\$200,000
Tri-County Community Action Program, Inc. (Tri- County CAP) Berlin, NH	VC#177195	Coos, Grafton, and Carroll Counties	\$454,601
Waypoint Manchester, NH	VC#177166	Statewide	\$99,500
New Generation, Inc. Greenland, NH	VC#177295	Statewide	\$78,300
Helping Hands Outreach Ministries, Inc. Manchester, NH	VC#174226	Statewide	\$118,900
Southwestern Community Services, Inc. Keene, NH	VC#177511	Statewide	\$531,572
Community Action Partnership of Strafford County Dover, NH	VC#177200	Strafford and Eastern Rockingham Counties	\$612,000
My Friend's Place Dover, NH	VC#156274	Statewide	\$70,200
The Salvation Army (McKenna House) West Nyack, NY	VC#177627	Statewide	\$154,900
Hundred Nights, Inc.	VC#313375	Statewide	\$117,500
Easter Seals New Hampshire, Inc. Manchester, NH	VC#177204	Statewide	\$456,530

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	42309328	\$7,102,217
2022	102-500731	Contracts for Prog Svc	42309328	\$0
			Total	\$7,102,217

EXPLANATION

This item is **Retroactive** because the US Department of Housing and Urban Development (HUD) authorized the use of CARES Act funding for Rapid Re-Housing and Homelessness Prevention activities beginning January 21, 2020, and the Department, to address housing needs during the COVID-19 pandemic, proactively began the Emergency Shelter Hazard Pay program, on May 4, 2020, while awaiting further guidance from HUD regarding allowable activities of other program components, which were necessary for contract development. The retroactive start date is necessary to allow the Department to reimburse the Contractors for services already provided. This item is **Sole Source** because the Department, in the interest of the public's health and safety, identified qualified Contractors with the capacity and positioning to quickly respond to the COVID-19 pandemic. These Contractors are already providing many of these services through different programs and are therefore able to quickly expand services to immediately address the homelessness crisis without requiring a startup period.

The purpose of this item is to provide permanent housing, increased outreach to engage individuals in services, and increased housing stability to keep individuals and families in housing and prevent individuals and families from becoming homeless during the ongoing COVID-19 pandemic. The provision of Street Outreach, Emergency Shelter, Rapid Re-Housing, and Homelessness Prevention activities and services will ensure that individuals and families have the resources and support to overcome immediate barriers to accessing safe and stable permanent housing options.

Services are provided to individuals and families who are experiencing homelessness or who are at risk of becoming homeless. The number of individuals and families served is dependent upon the continued economic impact of the COVID-19 pandemic on the ability to obtain and retain permanent housing in tight rental markets, which is critical to preventing the spread of COVID-19.

The Contractors determine eligibility, disburse funds, provide housing stability and case management, and conduct housing search and placement activities and services to individuals and families statewide. Additionally, the Contractors ensure access to educational activities and community-based services. The services reduce homelessness and the financial burden on emergency shelters, increase the well-being and health of NH citizens, and increase successful placements to permanent housing.

The Department will monitor the effectiveness of contracted services using the following performance measures:

- The length of time individuals remain homeless.
- The extent to which individuals who exit homelessness into permanent housing destinations return to homelessness.
- Successful exits from homelessness to permanent housing destinations.

Areas served: Statewide

Source of Funds: CFDA #14.231, FAIN #E20DW330001

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

Subject: Emergency Solutions Grant for COVID-19 Response (SS-2021-DEHS-06-EMERG-24)

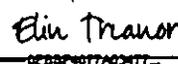
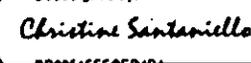
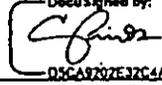
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Easter Seals New Hampshire, Inc.		1.4 Contractor Address 555 Auburn Street Manchester, NH 03101	
1.5 Contractor Phone Number (603) 623-8863	1.6 Account Number 05-095-042-423010-7927-102-500731	1.7 Completion Date September 30, 2022	1.8 Price Limitation \$456,530
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 10/13/2020		1.12 Name and Title of Contractor Signatory Elin Treanor CFO	
1.13 State Agency Signature DocuSigned by:  Date: 10/18/2020		1.14 Name and Title of State Agency Signatory Christine Santaniello Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by:  On: 10/29/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 10/13/2020

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.

Contractor Initials 
Date 10/13/2020

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, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials ET
Date 10/13/2020

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response
EXHIBIT A



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 2020-18, of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on May 4, 2020.

1.2. Paragraph 8, Events of Default/Remedies, is amended by adding Subparagraph 8.2, Section 8.2.5, as follows:

8.2.5 To the extent that is determined that any individual awards have been improperly determined on criteria that is not an allowable cost under the CARES Act, H.R. 748, Section 5001, recoup the amount of the ineligible assistance provided.

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

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and 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.

New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

Scope of Services

1. Statement of Work

1.1. General Services

- 1.1.1. The Contractor shall provide services in this agreement to individuals and families who are experiencing homelessness or at risk of becoming homeless in accordance with 24 CFR Parts 91 and 576.
- 1.1.2. The Contractor shall ensure services are available statewide.
- 1.1.3. For the purposes of this agreement, all references to days shall mean business days.
- 1.1.4. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 8:00 AM to 4:00 PM, excluding state and federal holidays.
- 1.1.5. Notwithstanding the confidentiality procedures established under 24 CFR 578.103(b), US Department of Housing and Urban Development (HUD), the HUD Office of the Inspector General, and the Comptroller General of the United States, or any of their authorized representatives, must have the right of access to all books, documents, papers, or other records of the Contractor that are pertinent to the Continuum of Care (CoC) grant, in order to make audits, examinations, excerpts, and transcripts. These rights of access are not limited to the required retention period, but last as long as the records are retained.
- 1.1.6. The Contractor shall provide services according to HUD regulations outlined in Public Law 102-550 and 24 CFR 576 and other written, appropriate HUD policies and directives.
- 1.1.7. The Contractor shall ensure all programs are licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs shall follow NH HMIS policy, including specific information required for data entry, accuracy of data entered, and time required for data entry.
- 1.1.8. The Contractor shall cooperate fully with and answer all questions related to this contract from representatives of the State or Federal agencies who may conduct periodic observation and review of performance, activities and an inspection of records and documents.
- 1.1.9. The Contractor shall determine eligibility for services, as funded by the Emergency Solutions Grant CARES Act (ESG-CV), for individuals identified in Section 1.1.1., which includes but is not limited to:

OK

1.1.9.1. Determining individual and family income eligibility for

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New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

services in accordance with U.S. Housing and Urban Development (HUD) regulations for ESG, as specified in 24 CFR 576.

- 1.1.9.2. Reassessing income eligibility for individuals and families every six (6) months of program participation for Homelessness Prevention.
- 1.1.9.3. Reassessing income eligibility for individuals and families every twelve (12) months for Rapid Rehousing.
- 1.1.9.4. Ensuring annual income:
 - 1.1.9.4.1. Includes all earned and unearned income from all sources that go to any family member.
 - 1.1.9.4.2. Is calculated by annualizing current income to determine projected annual income.
 - 1.1.9.4.3. Is adjusted according participant income increases/decreases. The Contractor shall ensure all prevention participant households report all income changes within thirty (30) days of the change occurring.
- 1.1.9.5. Documenting activities for households who engage in or apply for Street Outreach, Rapid Re-Housing, and/or Homelessness Prevention services according to HUD guidelines, which includes but is not limited to collecting information and documenting:
 - 1.1.9.5.1. Immediate risks and/or crisis to individuals and families applying for assistance to determine if steps needed to avert physical or psychological danger or threat of immediate housing loss.
 - 1.1.9.5.2. Basic demographic and contact information, including but not limited to name, age, dependents, other family, current location, contact phone numbers and addresses.
 - 1.1.9.5.3. Issues identified by participants that affect housing, which may include, but are not limited to, past due rent, landlord issues, credit history, criminal background, lack of employment, and lack of income.
 - 1.1.9.5.4. Solutions as defined by participant wants or requests in relation to availability.

New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

- 1.1.9.5.5. Eligibility information, including but not limited to, verification of literal homelessness or imminent risk of homelessness, ensuring documentation is in accordance with HUD's preferred method of verification, as noted in 24 CFR 576.
- 1.1.9.5.6. Additional risks and vulnerabilities for prioritizing purposes, which include, but are not limited to, severe rent burdens, domestic violence, prior incarceration or institutionalization, health or mental health issues, substance abuse, and other specific housing retention barriers.
- 1.1.9.5.7. Written third-party verification of rental arrearages, notices of eviction, homelessness, or utility shutoff notices.
- 1.1.10. The Contractor shall ensure sufficient licensed staff to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS).
- 1.1.11. The Contractor shall ensure staff providing services are familiar with and follow NH HMIS policy.
- 1.2. Street Outreach
 - 1.2.1. The Contractor shall conduct street outreach activities, in accordance with 24 CFR Part 576.101, in order to meet the needs of unsheltered homeless individuals by connecting them with emergency shelter, housing, and/or critical health services.
 - 1.2.2. Essential Services: The Contractor shall provide essential services to eligible individuals, which include but are not limited to:
 - 1.2.2.1. Client engagement.
 - 1.2.2.2. Case management.
 - 1.2.2.3. Emergency health services.
 - 1.2.2.4. Emergency mental health services.
 - 1.2.2.5. Transportation.
 - 1.2.2.6. Services for special populations.
 - 1.2.3. Additional Eligible Street Outreach Activities: In addition to the eligible activities listed in 24 CFR 576 – Subpart B, the Contractor may use ESG-CV funds for the following:
 - 1.2.3.1. Handwashing stations and portable bathrooms: Under 24 CFR 576.101(a), for the installation and maintenance of

New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

handwashing stations and portable bathrooms in outdoor locations for those experiencing unsheltered homelessness.

1.3. Rapid Re-Housing

1.3.1. The Contractor shall conduct Rapid Re-Housing activities, that include providing rental assistance and providing housing relocation and stabilization services, in accordance with 24 CFR Part 576.104, in order to move homeless individuals to permanent housing.

1.3.1.1. Rental Assistance: The Contractor shall provide short- and/or medium-term rental assistance services, which include but are not limited:

1.3.1.1.1. Short-term rental assistance.

1.3.1.1.2. Medium-term rental assistance.

1.3.1.1.3. Assistance with rental arrearages.

1.3.1.2. Tenant-Based Rental Assistance (TBRA): The Contractor shall provide TBRA, which includes but is not limited to:

1.3.1.2.1. Rental assistance for no more than a twenty-four (24) month period over a thirty-six (36) month period. The Contractor shall:

1.3.1.2.1.1. Enter into a rental assistance agreement with the owner or landlord on behalf of the program participant, ensuring that the Contractor receives a copy of all general notices, complaints, and notices of eviction from the landlord or owner.

1.3.1.2.1.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.

1.3.1.2.1.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.

1.3.1.2.1.4. Ensure rental units comply with HUD's standard of rent reasonableness, as established in 24 CFR 982.507.

1.3.1.2.2. Waiver of the requirement in 24 CFR 576.106(d)

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New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

which prohibits rental assistance where the rent for the unit exceeds the Fair Market Rent established by HUD, as provided under 24 CFR Part 888, so long as the rent complies with HUD's standards of rent reasonableness.

1.3.1.2.3. Waiver of the requirement in 24 CFR 576.106(a) limiting the total number of months a program participant can receive rental assistance to twenty-four (24) months during any three (3) year period solely for program participants who reach their twenty-four (24) month maximum between January 21, 2020 and March 1, 2021, provided that the rental assistance is only extended for participants for no more than six (6) additional months.

1.3.1.3. Housing Relocation and Stabilization Services: The Contractor shall provide housing relocation and stabilization services, in accordance with 24 CFR Part 576.104. The Contractor shall:

1.3.1.3.1. Provide financial assistance that may include, but is not limited to:

1.3.1.3.1.1. Rental application fees.

1.3.1.3.1.2. Security deposits.

1.3.1.3.1.3. Last month's rent.

1.3.1.3.1.4. Utility deposits.

1.3.1.3.1.5. Utility payments.

1.3.1.3.1.6. Moving costs.

1.3.1.3.2. Provide services, or pay for costs of services provided, that include, but are not limited to:

1.3.1.3.2.1. Housing search and placement services.

1.3.1.3.2.2. Housing stability case management.

1.3.1.3.2.3. Mediation services.

1.3.1.3.2.4. Legal services.

1.3.1.3.2.5. Credit repair services.

1.3.1.4. The Contractor shall conduct an inspection for each unit to

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New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards. Additionally, the Contractor shall ensure:

1.3.1.4.1: Occupied housing meets State and local housing requirements including, but not limited to, compliance with:

1.3.1.4.1.1. All applicable state and local housing codes.

1.3.1.4.1.2. Licensing requirements.

1.3.1.4.1.3. All requirements regarding the condition of the structure.

1.3.1.4.1.4. All requirements regarding the operation of housing or services.

1.3.1.5. The Contractor shall ensure occupied housing meets the Lead-Based Paint Poisoning Prevention and Disclosure Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851-4856), and implementing regulations in CFR part 35, subparts A, B, H, J, K, M, and R.

1.3.2. Additional Eligible Rapid Re-Housing Activities: In addition to the eligible activities listed in 24 CFR 576 – Subpart B, as permitted by the CARES Act, the Contractor may use ESG-CV funds for the following activities:

1.3.2.1. Landlord incentives: Under 24 CFR 576.105, to add the eligible cost of paying for landlord incentives, as reasonable and necessary, to obtain housing for individuals and families experiencing homelessness and at risk of homelessness. However, a recipient may not use ESG-CV funds to pay the landlord incentives set forth below in an amount that exceeds three (3) times the rent charged for the unit. The Contractor may offer landlord incentives that include:

1.3.2.1.1. Signing bonuses equal to up to 2 months of rent;

1.3.2.1.2. Security deposits equal to up to 3 months of rent;

1.3.2.1.3. Paying the cost to repair damages caused by the program participant not covered by the security deposit or that occurred while the program participant is still residing in the unit; and

1.3.2.1.4. Paying the costs of extra cleaning or

New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

maintenance of a program participant's unit or appliances.

1.4. Homelessness Prevention

1.4.1. The Contractor shall conduct Homelessness Prevention activities, that include providing rental assistance and providing housing relocation and stabilization services, in accordance with 24 CFR Part 576.103, in order to prevent individuals and families from moving into an emergency shelter or living in a public or private place not meant for humans.

1.4.1.1. Rental Assistance: The Contractor shall provide short- and/or medium-term rental assistance services, which include but are not limited:

1.4.1.1.1. Short-term rental assistance.

1.4.1.1.2. Medium-term rental assistance.

1.4.1.1.3. Assistance with rental arrearages.

1.4.1.2. Tenant-Based Rental Assistance (TBRA): The Contractor shall provide TBRA, which includes but is not limited to:

1.4.1.2.1. Rental assistance for no more than twenty-four (24) months over a thirty-six (36) month period. The Contractor shall:

1.4.1.2.1.1. Enter into a rental assistance agreement with the owner or landlord on behalf of the program participant, ensuring that the Contractor receives a copy of all general notices, complaints, and notices of eviction from the landlord or owner.

1.4.1.2.1.2. Ensure each program participant obtains a written lease for the rental unit, unless the assistance provided is solely for rental arrears.

1.4.1.2.1.3. Provide rental and all forms of financial assistance directly to the landlord, utility or other third-party on behalf of the participant.

1.4.1.2.1.4. Ensure rental units comply with HUD's standard of ^{of rent}

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New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

reasonableness, as established in
24 CFR 982.507.

1.4.1.2.2. Waiver of the requirement in 24 CFR 576.106(d) which prohibits rental assistance where the rent for the unit exceeds the Fair Market Rent established by HUD, as provided under 24 CFR Part 888, so long as the rent complies with HUD's standards of rent reasonableness.

1.4.1.3. Housing Relocation and Stabilization Services: The Contractor shall provide housing relocation and stabilization services, in accordance with 24 CFR Part 576.103. The Contractor shall:

1.4.1.3.1. Provide financial assistance that may include; but are not limited to:

1.4.1.3.1.1. Rental application fees.

1.4.1.3.1.2. Security deposits.

1.4.1.3.1.3. Last month's rent.

1.4.1.3.1.4. Utility deposits.

1.4.1.3.1.5. Utility payments.

1.4.1.3.1.6. Moving costs.

1.4.1.3.2. Provide services, or pay for costs for services provided, that may include, but are not limited to:

1.4.1.3.2.1. Housing search and placement services.

1.4.1.3.2.2. Housing stability case management.

1.4.1.3.2.3. Mediation services.

1.4.1.3.2.4. Legal services.

1.4.1.3.2.5. Credit repair services.

1.4.1.4. The Contractor shall conduct an inspection for each unit to ensure housing meets HUD Habitability Standards, using HUD's Checklist for Habitability Standards. Additionally, the Contractor shall ensure:

1.4.1.4.1. Occupied housing meets State and local housing requirements including, but not limited to, compliance with:

New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

- 1.4.1.4.1.1. All applicable state and local housing codes.
- 1.4.1.4.1.2. Licensing requirements.
- 1.4.1.4.1.3. All requirements regarding the condition of the structure.
- 1.4.1.4.1.4. All requirements regarding the operation of housing or services.

1.4.1.5. The Contractor shall ensure occupied housing meets the Lead-Based Paint Poisoning Prevention and Disclosure Act (42 U.S.C. 4821-4846), the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C.4851-4856), and implementing regulations in CFR part 35, subparts A, B, H, J, K, M, and R.

1.4.2. Additional Eligible Homelessness Prevention Activities: In addition to the eligible activities listed in 24 CFR 576 – Subpart B, as permitted by the CARES Act, the Contractor may use ESG-CV funds for the following activities:

1.4.2.1. Landlord incentives: Under 24 CFR 576.105, to add the eligible cost of paying for landlord incentives as reasonable and necessary to obtain housing for individuals and families experiencing homelessness and at risk of homelessness. However, a recipient may not use ESG-CV funds to pay the landlord incentives set forth below in an amount that exceeds three (3) times the rent charged for the unit. The Contractor may offer landlord incentives that include:

- 1.4.2.1.1. Signing bonuses equal to up to 2 months of rent;
- 1.4.2.1.2. Security deposits equal to up to 3 months of rent;
- 1.4.2.1.3. Paying the cost to repair damages caused by the program participant not covered by the security deposit or that are occurred while the program participant is still residing in the unit; and,
- 1.4.2.1.4. Paying the costs of extra cleaning or maintenance of a program participant's unit or appliances.

1.5. Additional Eligible Activities Applicable to all ESG-CV Program Components

1.5.1. In addition to the eligible activities listed in 24 CFR 576 – Subpart B, the Contractor may use ESG-CV funds for the following:

1.5.1.1. Volunteer incentives: Under 24 CFR 576.101(a),

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New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

576.102(a)(1), and 24 CFR 576.105(b), for the cost of providing reasonable incentives to volunteers (e.g., cash or gift cards) who have been and are currently helping to provide necessary street outreach, emergency shelter, essential services, and housing relocation and stabilization services during the coronavirus outbreak.

1.5.1.2. Hazard pay: For staff working directly to prevent, prepare for, and respond to coronavirus among persons who are homeless or at risk of homelessness.

2. Exhibits Incorporated

- 2.1. 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.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Reporting Requirements

- 3.1. The Contractor shall provide quarterly reports using HMIS data which include, number of entries into Street Outreach, Rapid Re-Housing, Homelessness Prevention and related costs for all services by the 10th day following the end of the quarter.
- 3.2. The Contractor shall ensure quarterly reports are submitted to:

NH DHHS
Bureau of Housing Supports
129 Pleasant St
Concord, NH 03301

4. Performance Measures

- 4.1. The Department will monitor Contractor performance using the following measures:
 - 4.1.1. The length of time individuals remain homeless;
 - 4.1.2. The extent to which individuals who exit homelessness into permanent housing destinations return to homelessness; and
 - 4.1.3. Successful exits to permanent housing destinations.
- 4.2. The Contractor shall ensure 100% of all client level data is entered into NH

New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

HMIS within five (5) days of the client's entry into the program.

- 4.3. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 4.4. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.5. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

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

5.3. Credits and Copyright Ownership

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

- 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

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

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

5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5.4. Operation of Facilities: Compliance with Laws and Regulations

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

5.5. Eligibility Determinations

5.5.1. If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

5.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

5.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the

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New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response



EXHIBIT B

Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 6.1.4. Medical records on each patient/recipient of services.
- 6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the

**New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response**



EXHIBIT B

termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response**



EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal Funds, Emergency Solutions Grants Program - Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funding, as awarded on August 3, 2020, by the US Department of Housing and Urban Development, CFDA 14.231, FAIN#E20DW330001.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
 - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. For the purpose of this agreement, the State shall make payments only toward expenses incurred after the contract effective date for allowable activities specified in Exhibit B, Scope of Services.
4. The Contractor shall submit an expense report in a form satisfactory to the Department every thirty (30) days, which identifies and requests reimbursement for authorized expenses incurred in the prior month for allowable activities. The Contractor shall ensure the expense report is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all expense reports 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
6. The Department shall make payment to the Contractor within thirty (30) days of receipt of each expense report, 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.
7. The final expense report shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. 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

**New Hampshire Department of Health and Human Services
Emergency Solutions Grant for COVID-19 Response**



EXHIBIT C

of Exhibit B, Scope of Services.

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



New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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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.

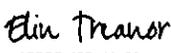
Place of Performance (street address, city, county, state, zip code) (list each location)

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

Vendor Name:

10/13/2020

Date

DocuSigned by:

 Name: Elin Treanor
 Title: CFO

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 Vendor Initials
 Date 10/13/2020



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
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:

10/13/2020

Date

DocuSigned by:

 Name: Elin Treanor
 Title: CFO

Exhibit E - Certification Regarding Lobbying

Vendor Initials 
 Date 10/13/2020



New Hampshire Department of Health and Human Services
Exhibit F

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

PRIMARY COVERED TRANSACTIONS

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

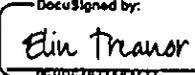
LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

10/13/2020

Date

DocuSigned by:

 Name: Elin Treanor
 Title: CFO

Contractor Initials 
 Date 10/13/2020

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

10/13/2020

Date

DocuSigned by:

Elin Treanor

Name: Elin Treanor

Title: CFO

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

10/13/2020

Date

DocuSigned by:
Elin Treanor
Name: Elin Treanor
Title: CFO



New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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Date 10/13/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

Contractor Initials ET



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials ET

Date 10/13/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials ET

Date 10/13/2020



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

Easter Seals NH, Inc

The State by:

Name of the Contractor

Christine Santaniello

Elin Treanor

Signature of Authorized Representative

Signature of Authorized Representative

Christine Santaniello

Elin Treanor

Name of Authorized Representative

Name of Authorized Representative

Director

CFO

Title of Authorized Representative

Title of Authorized Representative

10/18/2020

10/13/2020

Date

Date

Contractor Initials 03
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Date 10/13/2020



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (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:

10/13/2020

Date

DocuSigned by:

Elin Treanor

Name: Elin Treanor

Title: CFO

Contractor Initials

ET

Date 10/13/2020



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 085573467
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?

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: _____

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

New Hampshire Department of Health and Human Services

Exhibit K

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

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
Exhibit K
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.).

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



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